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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 1-16489

FMC TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**36-4412642**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1803 Gears Road, Houston, Texas	**77067**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: 281/591-4000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Common Stock, $0.01 par value	New York Stock Exchange
Preferred Share Purchase Rights	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

INDICATE BY CHECK MARK IF THE REGISTRANT IS A WELL-KNOWN SEASONED ISSUER, AS DEFINED IN RULE 405 OF THE SECURITIES ACT. YES ☒ NO ☐

INDICATE BY CHECK MARK IF THE REGISTRANT IS NOT REQUIRED TO FILE REPORTS PURSUANT TO SECTION 13 OR 15(d) OF THE EXCHANGE ACT. YES ☐ NO ☒

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 HAS SUBMITTED ELECTRONICALLY AND POSTED ON ITS CORPORATE WEBSITE, IF ANY, EVERY INTERACTIVE DATA FILE REQUIRED TO BE SUBMITTED AND POSTED PURSUANT TO RULE 405 OF REGULATION S-T (§ 232.405 OF THIS CHAPTER) DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO SUBMIT AND POST SUCH FILES). YES ☒ NO ☐

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K. ☐

INDICATE BY CHECK MARK WHETHER THE REGISTRANT IS A LARGE ACCELERATED FILER, AN ACCELERATED FILER, A NON-ACCELERATED FILER, OR A SMALLER REPORTING COMPANY. SEE DEFINITION OF "ACCELERATED FILER AND LARGE ACCELERATED FILER" IN RULE 12b-2 OF THE EXCHANGE ACT.

LARGE ACCELERATED FILER ☒ ACCELERATED FILER ☐ NON-ACCELERATED FILER ☐ SMALLER REPORTING COMPANY ☐

INDICATE BY CHECK MARK WHETHER THE REGISTRANT IS A SHELL COMPANY (AS DEFINED IN RULE 12b-2 OF THE EXCHANGE ACT). YES ☐ NO ☒

THE AGGREGATE MARKET VALUE OF THE REGISTRANT'S COMMON STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT, DETERMINED BY MULTIPLYING THE OUTSTANDING SHARES ON JUNE 30, 2009, BY THE CLOSING PRICE ON SUCH DAY OF $37.58 AS REPORTED ON THE NEW YORK STOCK EXCHANGE, WAS $2,631,292,606.*

THE NUMBER OF SHARES OF THE REGISTRANT'S COMMON STOCK, $0.01 PAR VALUE, OUTSTANDING AS OF FEBRUARY 22, 2010 WAS 121,986,139.

DOCUMENTS INCORPORATED BY REFERENCE

DOCUMENT	**FORM 10-K REFERENCE**
Portions of Proxy Statement for the 2010 Annual Meeting of Stockholders	Part III

* Excludes 52,883,211 shares of the registrant's Common Stock held by directors, officers and holders of more than 5% of the registrant's Common Stock as of June 30, 2009. Exclusion of shares held by any person should not be construed to indicate that such person or entity possesses the power, direct or indirect, to direct or cause the direction of the management or policies of the registrant, or that such person or entity is controlled by or under common control with the registrant.

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PART I

ITEM 1. BUSINESS

OVERVIEW

We are a global provider of technology solutions for the energy industry. We design, manufacture and service technologically sophisticated systems and products such as subsea production and processing systems, surface wellhead production systems, high pressure fluid control equipment, measurement solutions, and marine loading systems for the oil and gas industry. Our operations are aggregated into two reportable segments: Energy Production Systems and Energy Processing Systems. Financial information about our business segments is incorporated herein by reference from Note 19 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

We were incorporated in November 2000 under Delaware law and were a wholly owned subsidiary of FMC Corporation until our initial public offering in June 2001, when 17% of our common stock was sold to the public. On December 31, 2001, FMC Corporation distributed its remaining 83% ownership of our stock to FMC Corporation's stockholders in the form of a dividend.

On July 31, 2008, we spun-off our FoodTech and Airport Systems businesses, which are now known as John Bean Technologies Corporation ("JBT"), through a tax-free dividend to our shareholders. The results of JBT have been reported as discontinued operations for all periods presented. For additional information related to the spin-off of JBT, see Note 3 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

Our principal executive offices are located at 1803 Gears Road, Houston, Texas 77067. As used in this report, except where otherwise stated or indicated by the context, all references to "FMC Technologies," "we," "us," or "our" are to FMC Technologies, Inc. and its consolidated subsidiaries.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge through our website at www.fmctechnologies.com, under "Investors—Financial Information—SEC Filings." Our Annual Report on Form 10-K for the year ended December 31, 2009, is also available in print to any stockholder free of charge upon written request submitted to Jeffrey W. Carr, Vice President, General Counsel and Secretary, FMC Technologies, Inc., 1803 Gears Road, Houston, Texas 77067.

Throughout this Annual Report on Form 10-K, we incorporate by reference certain information from our Proxy Statement for the 2010 Annual Meeting of Stockholders. The SEC allows us to disclose important information by referring to it in that manner. We provide stockholders with an annual report containing financial information that has been examined and reported upon, with an opinion expressed thereon by an independent registered public accounting firm. On or about March 30, 2010, our Proxy Statement for the 2010 Annual Meeting of Stockholders will be available on our website under "Investors—Financial Information—SEC Filings." Similarly, our 2009 Annual Report to Stockholders will be available on our website under "Investors—Financial Information—Annual Reports."

BUSINESS SEGMENTS

Energy Production Systems

Energy Production Systems designs and manufactures systems and provides services used by oil and gas companies involved in land and offshore, including deepwater, exploration and production of crude oil and gas. Our production systems control the flow of oil and gas from producing wells. We specialize in offshore production systems and have manufacturing facilities near most of the world's principal offshore oil and gas producing basins. We market our products primarily through our own technical sales organization. Energy Production Systems revenue comprised approximately 84%, 81% and 79% of our consolidated revenue in 2009, 2008 and 2007, respectively.

Principal Products and Services

Subsea Systems. Subsea systems represented approximately 70%, 66% and 62% of our consolidated revenues in 2009, 2008 and 2007, respectively. Our systems are used in the offshore production of crude oil and natural gas. Subsea systems are placed on the seafloor and are used to control the flow of crude oil and natural gas from the reservoir to a host processing facility, such as a floating production facility, a fixed platform, or an onshore facility. Our subsea equipment is controlled by the host processing facility.

The design and manufacture of our subsea systems require a high degree of technical expertise and innovation. Some of our systems are designed to withstand exposure to the extreme hydrostatic pressure that deepwater environments present as well as internal pressures of up to 15,000 pounds per square inch ("psi") and temperatures in excess of 350º F. The foundation of this business is our technology and engineering expertise.

The development of our integrated subsea systems usually includes initial engineering design studies, subsea trees, control systems, manifolds, seabed template systems, flowline connection and tie-in systems, installation and workover tools, and subsea wellheads. In order to provide these systems and services, we utilize engineering, project management, global procurement, manufacturing, assembly and testing capabilities. Further, we provide service technicians for installation assistance and field support for commissioning, intervention and maintenance of our subsea systems throughout the life of the oilfield. Additionally, we provide tools such as our light well intervention system for certain well workover and intervention tasks.

Surface Wellhead. In addition to our subsea systems, we provide a full range of surface wellheads and production systems for both standard service and critical service applications. Surface production systems, or trees, are used to control and regulate the flow of oil and gas from the well. Our surface products and systems are used worldwide on both land and offshore platforms and can be used in difficult climatic conditions, such as arctic cold or desert high temperatures. We support our customers through engineering, manufacturing, field installation support, and aftermarket services. Surface products and systems represented approximately 14%, 14% and 16% of our consolidated revenues in 2009, 2008 and 2007, respectively.

Separation Systems. We design and manufacture systems that separate production flows from wells into oil, gas, sand and water. Our separation technology improves upon conventional separation technologies by moving the flow in a spiral, spinning motion. This causes the elements of the flow stream to separate more efficiently. These systems are currently capable of operating onshore or offshore with successful subsea operation in 2007.

Multi Phase Meters. We acquired 100% of Multi Phase Meters AS ("MPM") in October 2009. Through MPM, we now design and manufacture high-performance multiphase flow meters. MPM's product applications include production and surface well testing, reservoir monitoring, remote operation, fiscal allocation, process monitoring and control, and turbine and compressor monitoring. This technology delivers high accuracy and self-calibrating multiphase meters, with low maintenance features to meet our customers' increasingly demanding requirements for subsea applications as well as topside applications. The MPM product line augments our portfolio of technologies for optimizing oil and gas recovery.

Status of Product Development

We continue to advance the development of subsea separation processing technologies. Subsea processing is an emerging technology in the industry, which we believe offers considerable benefits to the oil and gas producer, enabling a more rapid and cost-efficient approach to separation. If separation is performed on the seabed, the hydrostatic pressure of the fluid going from the seabed to the surface is reduced, allowing the well to flow more efficiently, accelerating production and enabling higher recoveries from the subsea reservoir. Also, it can significantly reduce the capital investment required for floating vessels or platforms, since the integration of processing capabilities will not be required. We introduced this technology commercially with Statoil's Tordis field in the North Sea during 2007.

We are developing the world's first system for deepwater subsea separation of heavy oil and water that includes reinjection of water to boost production in a mature field development with Petrobras' Marlim field in Brazil. The subsea separation module will separate heavy oil, gas, sand and water at a water depth of 2,950 feet, or 900

meters. The system will apply our separation and sand management technologies, utilizing a novel pipe separator design, licensed and developed in cooperation with Statoil. The separation system also includes cyclone modules that will perform water treatment before reinjecting the water back into the reservoir.

We continue to advance our in-line separation technology, leveraging our patented products for gas, liquid, water and sand separation. These in-line technologies enable operators to achieve complete phase separation by using pipe segments and cyclonic technology instead of using conventional technology that requires several large vessels to do the same job. Inline separators will be a cost-effective option in a number of surface and subsea applications, requiring approximately 20% of the weight and space required by most conventional separator systems.

Another subsea processing technology we believe will serve this industry in the future is gas compression in subsea applications. Subsea gas compression allows the operator to maintain gas production as the reservoir pressure declines. It also boosts gas pressure and allows for transportation of the gas to shore without the need for surface facilities. We are currently developing subsea control systems for gas compression suitable for large pressure ratios and volume flow.

As the rapidly growing installed base of subsea wells matures and requires maintenance similar to those on land, we believe using wireline or coiled tubing to access the downhole portion of the well will require riserless well servicing equipment that can be deployed from a small vessel. We have developed and deployed three wireline-based systems that are currently in operation in the North Sea.

Much of the subsea activity today is taking place in deeper waters, requiring enhancements of our existing technologies to increase the performance of our equipment and the value of our systems to our customers in these challenging environments. For this purpose we have developed an Enhanced Vertical Deepwater Tree (EVDT) system, which includes technologically advanced controls and communications capable of installation and operation in water depths up to 10,000 feet, or 3,048 meters, and with well bore pressures up to 10,000 psi. The system has been designed to minimize installation and operating costs borne by the operator, and provide a highly reliable fixture on the seabed to control the flow of hydrocarbons from the well. The first EVDT units were installed in Brazil for Shell's Parque das Conchas (formerly BC-10) field and in the Gulf of Mexico for Shell's Perdido field during 2008. One EVDT unit in the Perdido field was installed at a water depth of 9,356 feet, or 2,852 meters, setting a new world record for the deepest subsea tree installation.

Capital Intensity

Most of the systems and products that we supply for subsea applications are highly engineered to meet the unique demands of our customers and are typically ordered one to two years prior to installation. We commonly receive advance and progress payments from our customers in order to fund initial development and our working capital requirements. In addition, due to factors such as higher engineering content and our manufacturing strategy of outsourcing certain low value-added manufacturing activities, we believe that our Energy Production Systems business is less capital intensive than our competitors' businesses.

Dependence on Key Customers

Generally, our customers in this segment are major integrated oil or exploration and production companies.

With our integrated systems for subsea production, we have aggressively pursued alliances with oil and gas companies that are actively engaged in the subsea development of crude oil and natural gas. Development of subsea fields, particularly in deepwater environments, involves substantial capital investments by our customers. Our customers have sought the security of alliances with us to ensure timely and cost-effective delivery of subsea and other energy-related systems that provide an integrated solution to their needs. Our alliances establish important ongoing relationships with our customers. While our alliances do not always contractually commit our customers to purchase our systems and services, they have historically led to, and we expect that they will continue to result in such purchases. For instance, we have an alliance of this type with Statoil. In 2009, we generated approximately 16% of our consolidated revenues from Statoil.

The loss of one or more of our significant oil and gas company customers could have a material adverse effect on our Energy Production Systems business segment.

Competition

Energy Production Systems competes with other companies that supply subsea systems, surface production equipment, and separation systems, and with smaller companies that are focused on a specific application, technology or geographical niche in which we operate. Companies such as Cameron International Corporation, GE Oil & Gas, Aker Solutions, and Wood Group compete with us in the marketplace across our various product lines.

Some of the factors on which we compete include reliability, cost-effective technology, execution and delivery. Our competitive strengths include our intellectual capital, experience base and breadth of technologies and products that enable us to design a unique solution for our customers' project requirements while incorporating standardized components to contain costs. We have a strong presence in all of the major producing basins. Our deepwater expertise, experience and technology help us to maintain a leadership position in subsea systems.

Energy Processing Systems

Energy Processing Systems designs, manufactures and supplies technologically advanced high pressure valves and fittings for oilfield service customers. We also manufacture and supply liquid and gas measurement and transportation equipment and systems to customers involved in the production, transportation and processing of crude oil, natural gas and petroleum-based refined products. We sell to the end user through authorized representatives, distributor networks and our own technical sales organization. The segment's products include fluid control, measurement solutions, loading systems, material handling systems, blending and transfer systems and direct drive systems. Energy Processing Systems revenue comprised approximately 16%, 19% and 21% of our consolidated revenue in 2009, 2008 and 2007, respectively.

Principal Products and Services

Fluid Control. We design and manufacture flowline products, under the WECO®/Chiksan® trademarks, and pumps and valves used in well completion and stimulation activities by major oilfield service companies, such as Schlumberger Limited, BJ Services Company, Halliburton Company and Weatherford International Ltd.

Our flowline products are used in equipment that pumps corrosive and/or erosive fluid into a well during the well construction, hydraulic fracturing or other stimulation processes. Our reciprocating pump product line includes duplex, triplex and quintuplex pumps utilized in a variety of applications. The performance of this business typically rises and falls with variations in the active rig count throughout the world.

Measurement Solutions. Our measurement systems provide solutions for use in custody transfer of crude oil, natural gas and refined products. We combine advanced measurement technology with state-of-the-art electronics and supervisory control systems to provide the measurement of both liquids and gases for purposes of verifying ownership and determining revenue and tax obligations. Our Smith Meter product lines are well-established in the industry.

Loading Systems. We provide land and marine-based fluid loading and transfer systems primarily to the oil and gas industry. Our systems are capable of loading and offloading marine vessels transporting a wide range of fluids, such as crude oil, liquefied natural gas and refined products. While these systems are typically constructed on a fixed jetty platform, we have also developed advanced loading systems that can be mounted on a vessel or structure to facilitate ship-to-ship or tandem loading and offloading operations in open seas or exposed locations.

Material Handling Systems. We provide material handling systems, including bulk conveying systems to the power generation industry. We provide innovative solutions for conveying, feeding, screening and orienting bulk product for customers in diverse industries. Our process, engineering, mechanical design and project management expertise enable us to execute these projects on a turnkey basis.

Blending and Transfer Systems. We provide engineering, design and construction management services in connection with the application of blending technology, process controls and automation for manufacturers in the lubricant, petroleum, additive, fuel and chemical industries.

Direct Drive Systems. We acquired Direct Drive Systems, Inc. ("DDS") in October 2009. As such, we now develop and manufacture high-performance permanent magnet motors and bearings. DDS provides operationally superior machines for a variety of primary energy related applications, including integral motors and related system components for compression and pumping for natural gas pipelines, offshore platform and subsea processing markets. The compact size, efficiency and reliability of the motors make them ideal for these demanding applications.

Dependence on Key Customers

No single Energy Processing Systems customer accounts for more than 10% of our annual consolidated revenue.

Competition

Energy Processing Systems currently has the first or second largest market share for its primary products and services. Some of the factors upon which we compete include technological innovation, reliability and product quality. Energy Processing Systems competes with a number of companies primarily in the gas and liquid custody transfer, high-pressure pumping services, and fluid loading and transfer systems industries.

OTHER BUSINESS INFORMATION RELEVANT TO OUR BUSINESS SEGMENTS

Order Backlog

Information regarding order backlog is incorporated herein by reference from the section entitled "Inbound Orders and Order Backlog" in Item 7 of this Annual Report on Form 10-K.

Sources and Availability of Raw Materials

Our business segments purchase carbon steel, stainless steel, aluminum and steel castings and forgings both domestically and internationally. We do not use single source suppliers for the majority of our raw material purchases and believe the available supplies of raw materials are adequate to meet our needs.

Research and Development

We are engaged in research and development activities directed largely toward the improvement of existing products and services, the design of specialized products to meet customer needs and the development of new products, processes and services. A large part of our product development spending in the past has focused on the standardization of our subsea and surface product lines. With standardized products, we can minimize engineering content, improve inventory utilization, and reduce cost through value engineering. Additional financial information about Company-sponsored research and development activities is incorporated herein by reference from Note 19 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

Patents, Trademarks and Other Intellectual Property

We own a number of U.S. and foreign patents, trademarks and licenses that are cumulatively important to our businesses. As part of our ongoing research and development, we seek patents when appropriate for new products and product improvements. We have approximately 970 issued patents and pending patent applications worldwide. Further, we license intellectual property rights to or from third parties. We also own numerous U.S. and foreign trademarks and trade names and have approximately 300 registrations and pending applications in the United States and abroad.

We protect and promote our intellectual property portfolio and take those actions we deem appropriate to enforce our intellectual property rights and to defend our right to sell our products. We do not believe, however, that the loss of any one patent, trademark, or license or group of related patents, trademarks, or licenses would have a material adverse effect on our overall business.

Employees

As of December 31, 2009, we had approximately 10,400 full-time employees; approximately 3,200 in the United States and 7,200 in non-U.S. locations. A small percentage of our U.S. employees are represented by labor unions.

Financial Information about Geographic Areas

The majority of our consolidated revenue and segment operating profits are generated in markets outside of the United States. Energy Production Systems and Energy Processing Systems revenue is dependent upon worldwide oil and gas exploration and production activity. Financial information about geographic areas is incorporated herein by reference from Note 19 to our consolidated financial statements in Item 8 of this Annual Report on Form 10-K.

ITEM 1A. RISK FACTORS

Important risk factors that could impact our ability to achieve our anticipated operating results and growth plan goals are presented below. The following risk factors should be read in conjunction with discussions of our business and the factors affecting our business located elsewhere in this Annual Report on Form 10-K and in our other filings with the SEC.

INDUSTRY-RELATED RISKS

- **Demand for the systems and services provided by our businesses depends on oil and gas industry activity and expenditure levels, which are directly affected by trends in the demand for and price of crude oil and natural gas.**

  We are substantially dependent on conditions in the oil and gas industry and that industry's willingness and ability to spend capital on the exploration for and development of crude oil and natural gas. Any substantial or extended decline in these expenditures may result in the reduced discovery and development of new reserves of oil and gas and the reduced exploitation of existing wells, which could adversely affect demand for our systems and services and, in certain instances, result in the cancellation, modification or rescheduling of existing orders. These factors could have an adverse effect on our revenue and profitability. The level of spending is generally dependent on current and anticipated supply and demand for crude oil and natural gas and the corresponding impact on prices which have been volatile in the past.

- **The industries in which we operate or have operated expose us to potential liabilities arising out of the installation or use of our systems that could adversely affect our financial condition.**

  We operate in an industry that is subject to equipment defects, malfunctions and failures, equipment misuse and natural disasters, the occurrence of which may result in uncontrollable flows of gas or well fluids, fires and explosions. Although we have obtained insurance against many of these risks, we cannot assure that our insurance will be adequate to cover our liabilities. Further, we cannot assure that insurance will generally be available in the future or, if available, that premiums will be commercially justifiable. If we incur substantial liability and the damages are not covered by insurance or are in excess of policy limits, or if we were to incur liability at a time when we are not able to obtain liability insurance, our business, results of operations or financial condition could be materially adversely affected.

- **Our customers' industries are undergoing continuing consolidation that may impact our results of operations.**

  Some of our largest customers have consolidated and are using their size and purchasing power to achieve economies of scale and pricing concessions. This consolidation may result in reduced capital spending by such customers or the acquisition of one or more of our other primary customers, which may lead to

decreased demand for our products and services. We cannot assure you that we will be able to maintain our level of sales to any customer that has consolidated or replaced that revenue with increased business activities with other customers. As a result, this consolidation activity could have a significant negative impact on our results of operations or financial condition. We are unable to predict what effect consolidations in the industries may have on prices, capital spending by our customers, our selling strategies, our competitive position, our ability to retain customers or our ability to negotiate favorable agreements with our customers.

- **Our operations and the industries in which we operate are subject to a variety of U.S. and international laws and regulations that may increase our costs, limit the demand for our products and services or restrict our operations.**

We depend on the demand for our systems and services from oil and gas companies. This demand is affected by changing taxes, price controls and other laws and regulations relating to the oil and gas industry. For example, the adoption of laws and regulations curtailing exploration and development of drilling for crude oil and natural gas in our areas of operation for economic, environmental or other reasons could adversely affect our operations by limiting demand for our systems and services. In light of our foreign operations and sales, we are also subject to changes in foreign laws and regulations that may encourage or require hiring of local contractors or require foreign contractors to employ citizens of, or purchase supplies from, a particular non-U.S. jurisdiction.

In addition, environmental laws and regulations affect the systems and services we design, market and sell, as well as the facilities where we manufacture our systems. We are required to invest financial and managerial resources to comply with environmental laws and regulations and anticipate that we will continue to be required to do so in the future. Because these laws and regulations change frequently, we are unable to predict the cost or impact that they may have on our businesses. The modification of existing laws or regulations or the adoption of new laws or regulations imposing more stringent environmental restrictions could adversely affect our operations.

COMPANY-RELATED RISKS

- **Disruptions in the political, regulatory, economic and social conditions of the foreign countries in which we conduct business could adversely affect our business or results of operations.**

We operate manufacturing facilities in 14 countries outside of the United States, and approximately 77% of our 2009 revenue was generated internationally. Instability and unforeseen changes in the international markets in which we conduct business, including economically and politically volatile areas such as North Africa, West Africa, the Middle East, Latin America and the Asia Pacific region, could cause or contribute to factors that could have an adverse effect on the demand for our systems and services, our financial condition or our results of operations. These factors include:

- foreign currency fluctuations or currency restrictions;
- fluctuations in the interest rate component of forward foreign currency rates;
- nationalization and expropriation;
- potentially burdensome taxation;
- inflationary and recessionary markets, including capital and equity markets;
- civil unrest, labor issues, political instability, terrorist attacks, military activity and wars;
- supply disruptions in key oil producing countries;
- ability of the Organization of Petroleum Exporting Countries (OPEC) to set and maintain production levels and pricing;

- trade restrictions, trade protection measures or price controls;
- foreign ownership restrictions;
- import or export licensing requirements;
- restrictions on operations, trade practices, trade partners and investment decisions resulting from domestic and foreign laws and regulations;
- changes in and the administration of laws and regulations;
- inability to repatriate income or capital; and
- reductions in the availability of qualified personnel.

Because a significant portion of our revenue is denominated in foreign currencies, changes in exchange rates will produce fluctuations in our revenues, costs and earnings, and may also affect the book value of our assets located outside of the U.S. and the amount of our stockholders' equity. Although it is our policy to seek to minimize our currency exposure by engaging in hedging transactions where appropriate, we cannot ensure that our efforts will be successful. To the extent we sell our products and services in foreign markets, currency fluctuations may result in our products and services becoming too expensive for foreign customers.

- **We may lose money on fixed-price contracts.**

  As is customary for the business areas in which we operate, we often agree to provide products and services under fixed-price contracts. Under these contracts, we are typically responsible for cost overruns. Our actual costs and any gross profit realized on these fixed-price contracts may vary from the estimated amounts on which these contracts were originally based. There is inherent risk in the estimation process, including significant unforeseen technical and logistical challenges or longer than expected lead times. A fixed-price contract may prohibit our ability to mitigate the impact of unanticipated increases in raw material prices (including the price of steel) through increased pricing. Depending on the size of a project, variations from estimated contract performance could have a significant impact on our operating results.

- **Due to the types of contracts we enter into, the cumulative loss of several major contracts or alliances may have an adverse effect on our results of operations.**

  We often enter into large, long-term contracts that, collectively, represent a significant portion of our revenue. These agreements, if terminated or breached, may have a larger impact on our operating results or our financial condition than shorter-term contracts due to the value at risk. If we were to lose several key alliances or agreements over a relatively short period of time we could experience a significant adverse impact on our financial condition or results of operations.

- **Our businesses are dependent on the continuing services of certain of our key managers and employees.**

  We depend on our senior executive officers and other key personnel. The loss of any of these officers or key management could adversely impact our business if we are unable to implement key strategies or transactions in their absence. In addition, competition for qualified employees among companies that rely heavily on engineering and technology (as we do) is intense. The loss of qualified employees or an inability to attract, retain and motivate additional highly skilled employees required for the operation and expansion of our business could hinder our ability to conduct research activities successfully and develop marketable products and services.

- **Increased costs of raw materials and other components may result in increased operating expenses and adversely affect our results of operations and cash flows.**

  Our results of operations may be adversely affected by our inability to manage the rising costs and availability of raw materials and components used in our wide variety of products and systems. Unexpected changes in the size and timing of regional and/or product markets, particularly for short lead-time products, could affect our results of operations and our cash flows.

- **Our success depends on our ability to implement new technologies and services.**

  Our success depends on the ongoing development and implementation of new product designs and improvements, and on our ability to protect and maintain critical intellectual property assets related to these developments. If we are not able to obtain patent or other protection of our technology, we may not be able to continue to develop systems, services and technologies to meet evolving industry requirements, and if so, at prices acceptable to our customers.

  Some of our competitors are large national and multinational companies that may be able to devote greater financial, technical, manufacturing and marketing resources to research and development of new systems, services and technologies than we are able to do. If we are unable to compete effectively given these risks, our business, results of operations and financial condition could be adversely affected.

- **Our failure to deliver our backlog on time could affect our future sales and profitability and our relationships with our customers.**

  Many of the contracts we enter into with our customers require long manufacturing lead times and may contain penalty clauses relating to on-time delivery. A failure by us to deliver in accordance with customer expectations could subject us to financial penalties and may result in damage to existing customer relationships. Additionally, we include our expectations regarding the timing of delivery of product currently in backlog within our earnings guidance to the financial markets. Failure to deliver backlog in accordance with expectations could negatively impact our financial performance.

- **Our businesses are subject to a variety of governmental regulations.**

  We are exposed to a variety of federal, state, local and international laws and regulations relating to matters such as environmental, health and safety, labor and employment, import/export control, currency exchange, bribery and corruption and taxation. These laws and regulations are complex, change frequently and have tended to become more stringent over time. In the event the scope of these laws and regulations expand in the future, the incremental cost of compliance could adversely impact our financial condition, results of operations or cash flows.

- **Many of our customers' activity levels, spending for our products and services, and ability to pay amounts owed us may be impacted by continued disruptions in the financial and credit markets as well as volatility in commodity prices.**

  Ongoing disruptions in the financial and credit markets that began in late 2008 could have an adverse effect on our revenue and profitability. Many of our customers finance their activities through cash flow from operations, the incurrence of debt or the issuance of equity. Limited access to external sources of funding may cause our customers to reduce their capital spending plans. A reduction of cash flow resulting from declines in commodity prices, a reduction in borrowing bases under reserve based credit facilities, or the lack of availability of debt or equity financing may result in a significant reduction in our customers' spending for our products and services. While crude oil price and natural gas prices have increased since their lows during early 2009, such prices are lower than they were during much of 2008 and continue to

experience volatility. An extended worldwide economic recession could lead to further reductions in demand for energy and thus lower oil and natural gas prices. Any prolonged reduction in oil and natural gas prices is likely to depress short-term exploration, development, production and expenditure levels. Oil and gas company perceptions of longer-term lower oil and natural gas prices may reduce or defer major expenditures on long-term, large-scale development projects. Lower levels of activity and expenditures in the oil and gas industry could result in a decline in demand for our systems and services and could have an adverse effect on our revenue and profitability. These same factors may result in our customers' inability to fulfill their contractual obligations to us.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We lease our executive offices in Houston, Texas. We operate 25 production facilities in 15 countries.

We believe our properties and facilities meet present requirements and are in good operating condition and that each of our significant production facilities is operating at a level consistent with the requirements of the industry in which it operates.

The significant production properties for the Energy Production Systems operations currently are:

Location	Square Feet (approximate)	Leased or Owned
United States:		
Houston, Texas	561,000	Leased
Oklahoma City, Oklahoma	63,000	Leased
International:		
*Kongsberg, Norway (includes production facility in Drammen, Norway)	650,000	Leased
Rio de Janeiro, Brazil	517,000	Owned
Nusajaya, Malaysia	390,000	Owned
Singapore	263,000	Owned
Dunfermline, Scotland	249,000	Owned
*Sens, France	189,000	Owned
Bergen, Norway	184,000	Leased
Pasir Gudang, Malaysia	118,000	Leased
Macae, Brazil	84,000	Owned
Maracaibo, Venezuela	58,000	Owned
Edmonton, Canada	57,000	Leased
Luanda, Angola	53,000	Leased
Jakarta, Indonesia	53,000	Owned
Stavanger, Norway	30,000	Leased
Collecchio, Italy	26,000	Leased
Arnhem, The Netherlands	26,000	Owned

*Thesefacilities are production properties for both Energy Production Systems and Energy Processing Systems.

The significant production properties for the Energy Processing Systems operations currently are:

Location	Square Feet (approximate)	Leased or Owned
United States:		
Tupelo, Mississippi	348,000	Owned
Stephenville, Texas	261,000	Owned
Erie, Pennsylvania	258,000	Owned
Corpus Christi, Texas	53,000	Leased
Fullerton, California	51,000	Leased
International:		
Ellerbek, Germany	131,000	Owned
Changshu, China	64,000	Leased

ITEM 3. LEGAL PROCEEDINGS

We are the named defendant in a number of lawsuits; however, 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, results of operations or cash flows.

ITEM 4. RESERVED

ITEM 4A. EXECUTIVE OFFICERS OF THE REGISTRANT

Pursuant to General Instruction G(3), the information regarding our executive officers called for by Item 401(b) of Regulation S-K is hereby included in Part I of this Form 10-K.

The executive officers of FMC Technologies, together with the offices currently held by them, their business experience and their ages as of March 1, 2010, are as follows:

Name	Age	Office, year of election and other information for past five years
Peter D. Kinnear	62	Chairman, President and Chief Executive Officer (2008); President and Chief Executive Officer (2007); President and Chief Operating Officer (2006); Executive Vice President (2004); Vice President (2001)
William H. Schumann, III	59	Executive Vice President, Chief Financial Officer and Treasurer (2010); Executive Vice President and Chief Financial Officer (2007); Senior Vice President and Chief Financial Officer (2001); Treasurer (2002-2004)
John T. Gremp	58	Executive Vice President—Energy Systems (2007); Vice President and Group Manager—Energy Production (2004), General Manager (2002)
Tore H. Halvorsen	55	Senior Vice President—Global Subsea Production Systems (2007); Vice President—Subsea Systems Eastern Hemisphere (2004); Managing Director of FMC Kongsberg Subsea AS (1994)
Robert L. Potter	59	Senior Vice President—Energy Processing and Global Surface Wellhead (2007); Vice President—Energy Processing Systems (2001)
Jeffrey W. Carr	53	Vice President, General Counsel and Secretary (2001)
Maryann T. Seaman	47	Vice President, Administration (2007); Director of Investor Relations and Corporate Development (2003)
Jay A. Nutt	46	Vice President and Controller (2009); Controller (2008); Controller—Energy Systems (2007); Controller —Energy Production Systems (2001)
Bradley D. Beitler	56	Vice President, Technology (2009); Director of Technology (2006); Director of Business Development (2001)

No family relationships exist among any of the above-listed officers, and there are no arrangements or understandings between any of the above-listed officers and any other person pursuant to which they serve as an officer. During the past five years, none of the above-listed officers have been involved in any legal proceedings as defined in Item 401(f) of Regulation S-K. All officers are elected to hold office until their successors are elected and qualified.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common stock is listed on the New York Stock Exchange under the symbol FTI. Market information with respect to our common stock is incorporated herein by reference from Note 20 to our consolidated financial statements in Item 8 of this Annual Report on Form 10-K.

As of February 22, 2010, there were 3,888 holders of record of FMC Technologies' common stock. On February 22, 2010, the last reported sales price of our common stock on the New York Stock Exchange was $54.99.

We have not declared or paid cash dividends in 2009 or 2008, and we do not currently have a plan to pay cash dividends in the future.

On July 31, 2008, we spun-off our FoodTech and Airport Systems businesses, which are now known as JBT, through a tax-free dividend to our shareholders. We distributed 0.216 shares of JBT common stock for every share of our stock outstanding as of the close of business on July 22, 2008. We did not retain any shares of JBT common stock.

As of December 31, 2009, our securities authorized for issuance under equity compensation plans were as follows:

	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans
Equity compensation plans approved by security holders	499,611(1)	$ 10.34	14,226,905(2)
Equity compensations plans not approved by security holders	—	—	—
Total	499,611(1)	$ 10.34	14,226,905(2)

(1) The table includes the number of shares that may be issued upon the exercise of outstanding options to purchase shares of FMC Technologies Common Stock under the Amended and Restated FMC Technologies Incentive Compensation and Stock Plan (the "Plan"). The table does not include shares of restricted stock that have been awarded under the Plan but which have not yet vested.

(2) The table includes shares available for future issuance under the Plan, excluding the shares quantified in the first column. This number includes 2,875,578 shares available for issuance for nonvested stock awards that vest after December 31, 2009.

We had no unregistered sales of equity securities during the three months ended December 31, 2009.

In 2005, we announced a repurchase plan approved by our Board of Directors authorizing the repurchase of up to two million shares of our issued and outstanding common stock through open market purchases. The Board of Directors authorized extensions of this program, adding five million shares in February 2006 and eight million shares in February 2007 for a total of 15 million shares of common stock authorized for repurchase. As a result of the two-for-one stock split on August 31, 2007, the authorization was increased to 30 million shares. In July 2008, in connection with the JBT spin-off, and as required by the Internal Revenue Service ("IRS"), the Board of Directors authorized the repurchase of $95.0 million of our outstanding common stock in addition to the 30 million shares described above.

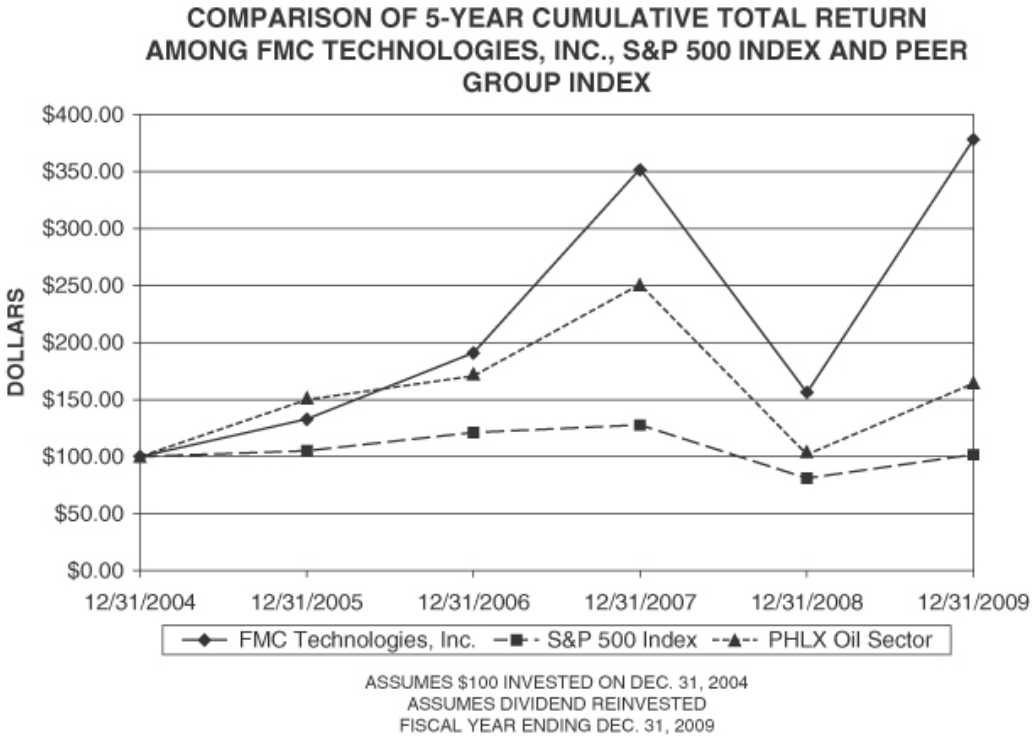
The following table summarizes repurchases of our common stock during the three months ended December 31, 2009.

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	Maximum Number of Shares that may yet be Purchased under the Plans or Programs (b)
October 1, 2009 – October 31, 2009	**14,376**	**$ 51.95**	**8,916**	**5,781,743**
November 1, 2009 – November 30, 2009	**440**	**$ 54.48**	**—**	**5,781,743**
December 1, 2009 – December 31, 2009	**371,897**	**$ 57.45**	**366,667**	**5,415,076**
Total	**386,713**	**$ 57.24**	**375,583**	**5,415,076**

(a) Represents 375,583 shares of common stock repurchased and held in treasury and 11,130 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 13,610 shares of registered common stock held in this trust, as directed by the beneficiaries during the three months ended December 31, 2009.

(b) As of December 31, 2009, there were no remaining shares available for purchase under the July 2008 Board of Directors authorization.



The chart compares the percentage change in the cumulative stockholder return on our common stock against the cumulative total return of the Philadelphia Oil Service Sector Index (OSX) and the S&P Composite 500 Stock Index. The comparison is for a period beginning December 31, 2004 and ending December 31, 2009. The chart assumes the investment of $100 on December 31, 2004 and the reinvestment of all dividends, including the reinvestment of the JBT stock dividend paid to our shareholders on July 31, 2008.

	2004	2005	2006	2007	2008	2009
FMC TECHNOLOGIES, INC.	$ 100	$ 133	$ 191	$ 352	$ 156	$ 378
OSX	$ 100	$ 150	$ 171	$ 251	$ 102	$ 164
S&P 500	$ 100	$ 105	$ 121	$ 128	$ 81	$ 102

ITEM 6. SELECTED FINANCIAL DATA

The following table sets forth selected financial data derived from our audited financial statements. Audited financial statements for the years ended December 31, 2009, 2008 and 2007 and as of December 31, 2009 and 2008 are included elsewhere in this report.

(In millions)

Years Ended December 31	2009	2008	2007	2006	2005
Revenue:					
Energy Production Systems	$ 3,721.9	$ 3,670.7	$ 2,882.2	$ 2,249.5	$ 1,770.5
Energy Processing Systems	698.4	883.2	767.7	672.3	521.8
Other revenue and intercompany eliminations	(14.9)	(3.0)	(1.0)	(6.4)	(9.9)
Total revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9	$ 2,915.4	$ 2,282.4
Cost of sales	$ 3,434.5	$ 3,623.1	$ 2,921.9	$ 2,370.0	$ 1,858.5
Selling, general and administrative expense	389.5	351.7	310.6	271.0	228.7
Research and development expense	51.3	45.3	40.8	33.0	29.2
Total costs and expenses	3,875.3	4,020.1	3,273.3	2,674.0	2,116.4
Other income (expense), net	(2.7)	(23.0)	29.9	(7.0)	(6.3)
Income from continuing operations before net interest expense and income taxes	527.4	507.8	405.5	234.4	159.7
Net interest expense	(9.5)	(1.5)	(9.3)	(6.7)	(5.4)
Income from continuing operations before income taxes	517.9	506.3	396.2	227.7	154.3
Provision for income taxes	155.1	152.0	134.5	62.7	56.9
Income from continuing operations	362.8	354.3	261.7	165.0	97.4
Income from discontinued operations, net of income taxes	0.5	8.4	42.2	113.8	12.2
Net income	363.3	362.7	303.9	278.8	109.6
Less: net income attributable to noncontrolling interests	(1.5)	(1.4)	(1.1)	(2.5)	(3.5)
Net income attributable to FMC Technologies, Inc.	$ 361.8	$ 361.3	$ 302.8	$ 276.3	$ 106.1

(In millions, except per share data)

Years Ended December 31	2009	2008	2007	2006	2005
Diluted earnings per share attributable to FMC Technologies:					
Income from continuing operations	$ 2.87	$ 2.72	$ 1.95	$ 1.16	$ 0.66
Diluted earnings per share	$ 2.88	$ 2.78	$ 2.26	$ 1.97	$ 0.75
Diluted weighted average shares outstanding	125.7	129.7	133.8	140.3	141.6
Common stock price range:					
High	$ 58.84	$ 80.86	$ 66.86	$ 35.67	$ 21.89
Low	$ 23.79	$ 20.34	$ 27.76	$ 22.50	$ 14.53
Cash dividends declared	$ —	$ —	$ —	$ —	$ —

As of December 31	2009	2008	2007	2006	2005
Balance sheet data:					
Total assets	$ 3,509.5	$ 3,580.9	$ 3,211.1	$ 2,487.8	$ 2,095.6
Net (debt) cash (1)	$ 40.6	$ (154.9)	$ 0.2	$ (138.9)	$ (103.0)
Long-term debt, less current portion	$ 391.6	$ 472.0	$ 112.2	$ 212.6	$ 252.6
Total FMC Technologies, Inc. stockholders' equity	$ 1,102.8	$ 690.4	$ 1,021.7	$ 886.0	$ 699.5

Years Ended December 31	2009	2008	2007	2006	2005
Other financial information:					
Capital expenditures	$ 110.0	$ 165.0	$ 179.6	$ 115.6	$ 69.9
Cash flows provided by operating activities of continuing operations	$ 596.6	$ 261.7	$ 542.8	$ 51.7	$ (79.0)
Segment operating capital employed (2)	$ 1,369.6	$ 1,160.1	$ 920.6	$ 964.6	$ 657.5
Order backlog (3)	$ 2,545.4	$ 3,651.2	$ 4,490.7	$ 2,332.0	$ 1,662.4

(1) Net (debt) cash consists of short-term debt, long-term debt and the current portion of long-term debt less cash and cash equivalents. Net (debt) cash is a non-GAAP measure that management uses to evaluate our capital structure and financial leverage. See Liquidity and Capital Resources in Management's Discussion and Analysis of Financial Condition and Results of Operations for additional discussion of net (debt) cash.

(2) We view segment operating capital employed, which consists of assets, net of liabilities, as the primary measure of segment capital. Segment operating capital employed excludes corporate debt facilities and certain investments, pension liabilities, deferred and currently payable income taxes and LIFO inventory reserves.

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

ITEM 7. 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 this Annual Report on Form 10-K.

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.

Executive Overview

We design, manufacture and service sophisticated machinery and systems for customers in the energy industry. We have manufacturing operations worldwide strategically located to facilitate delivery of our products and services to our customers. Our operations are aggregated into two reportable segments: Energy Production Systems and Energy Processing Systems. We focus on economic and industry-specific drivers and key risk factors affecting our business segments as we formulate our strategic plans and make decisions related to allocating capital and human resources. The following discussion provides examples of the kinds of economic and industry factors and key risks that we consider.

The results of our businesses are primarily driven by changes in exploration and production spending by oil and gas companies, which in part depend upon current and anticipated future crude oil and natural gas demand, production volumes, and consequently prices. Our Energy Production Systems business is affected by trends in land and offshore oil and natural gas production, including shallow and deepwater development. Our Energy Processing Systems business results reflect spending by oilfield service companies and engineering construction companies for equipment and systems that facilitate the flow, measurement and transportation of crude oil and natural gas. We use crude oil and natural gas prices as an indicator of demand. While crude oil and natural gas prices have increased since their lows during early 2009, such prices are lower than they were during much of 2008 and continue to experience volatility. The level of production activity worldwide influences spending decisions, and we use rig count as an additional indicator of demand.

We also focus on key risk factors when determining our overall strategy and making decisions for allocating capital. These factors include risks associated with the global economic outlook, product obsolescence, and the competitive environment. We address these risks in our business strategies, which incorporate continuing development of leading edge technologies, cultivating strong customer relationships, and growing our energy business.

In 2009, we expanded our portfolio of technology offerings through the acquisition of DDS and MPM to further enhance and strengthen our capabilities in the subsea processing market. DDS is a California-based manufacturer of high-performance permanent magnet motors and bearings for the oil and gas industry. MPM is a Norway-based manufacturer of high-performance multiphase flow meters.

We have developed close working relationships with our customers in our business segments. Our Energy Production Systems business results reflect our ability to build long-term alliances with oil and natural gas companies that are actively engaged in offshore deepwater development, and to provide solutions for their needs in a timely and cost-effective manner. We have formed similar collaborative relationships with oilfield service companies in Energy Processing Systems. We believe that by working closely with our customers we enhance our competitive advantage, strengthen our market positions and improve our results.

As we evaluate our operating results, we view our business segments by product line and consider performance indicators like segment revenue, operating profit and capital employed, in addition to the level of inbound orders and order backlog. A significant and growing proportion of our revenues are recognized under the percentage of completion method of accounting. Our payments for such arrangements are generally received according to milestones achieved under stated contract terms. Consequently, the timing of revenue recognition is not always highly correlated with the timing of customer payments. We may structure our contracts to receive advance payments which we may use to fund engineering efforts and inventory purchases. Working capital (excluding cash) and net (debt) cash are therefore key performance indicators of cash flows.

On July 31, 2008, we spun-off our FoodTech and Airport Systems businesses, which are now known as JBT, through a tax-free dividend to our shareholders. The results of JBT have been reported as discontinued operations for all periods presented. For additional information related to the spin-off of JBT, see Note 3 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

In our segments, we serve customers from around the world. During 2009, approximately 77% of our total sales were to non-U.S. locations. We evaluate international markets and pursue opportunities that fit our technological capabilities and strategies. For example, we have targeted opportunities in West Africa, Brazil, Russia and the Asia Pacific region because of the expected offshore drilling potential in those regions.

Business Outlook

The long-term outlook for our businesses remains generally favorable despite the impact of the protracted global recession and ongoing uncertainty in the equity and credit markets that commenced in the second half of 2008. Additionally, the impact of the steep decline in the North American rig count and oilfield activity seen in the first half of 2009 resulted in several downward revisions to estimates for global hydrocarbon demand during the first half of 2009. However, management believes that global demand for hydrocarbons will strengthen as macroeconomic conditions improve.

Management remains cautiously optimistic about business levels in early 2010. Current commodity markets are reflective of stabilizing global economies and firming expectations of increased energy demand for 2010 and beyond. As a result of the rising expectations for energy demand, commodity prices have been steadily increasing from the depressed levels witnessed in early 2009. Consequently, demand for exploration and production activity is also stabilizing and is expected to grow modestly in 2010.

CONSOLIDATED RESULTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2009, 2008 and 2007

	Year Ended December 31,			Change			
($ in millions)	2009	2008	2007	2009 vs. 2008		2008 vs. 2007	
Revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9	$ (145.5)	(3)%	$ 902.0	25%
Costs and expenses:							
Cost of sales	3,434.5	3,623.1	2,921.9	(188.6)	(5)	701.2	24
Selling, general and administrative expense	389.5	351.7	310.6	37.8	11	41.1	13
Research and development expense	51.3	45.3	40.8	6.0	13	4.5	11
Total costs and expenses	3,875.3	4,020.1	3,273.3	(144.8)	(4)	746.8	23
Other income (expense), net	(2.7)	(23.0)	29.9	20.3	88	(52.9)	*
Net interest expense	(9.5)	(1.5)	(9.3)	(8.0)	*	7.8	84
Income before income taxes	517.9	506.3	396.2	11.6	2	110.1	28
Provision for income taxes	155.1	152.0	134.5	3.1	2	17.5	13
Income from continuing operations	362.8	354.3	261.7	8.5	2	92.6	35
Income from discontinued operations, net of income taxes	0.5	8.4	42.2	(7.9)	*	(33.8)	*
Net income	363.3	362.7	303.9	0.6	—	58.8	19
Less: net income attributable to noncontrolling interests	(1.5)	(1.4)	(1.1)	(0.1)	(7)	(0.3)	(27)
Net income attributable to FMC Technologies, Inc	$ 361.8	$ 361.3	$ 302.8	$ 0.5	— %	$ 58.5	19%

* Not meaningful

2009 Compared With 2008

Our total revenue for the year ended December 31, 2009, decreased by $145.5 million compared to the prior year. Total revenue for 2009 included a $355.0 million unfavorable impact of foreign currency translation, as compared to 2008. Excluding the impact of foreign currency translation, total revenue grew by $209.5 million during 2009, compared to the prior year, as a result of our Energy Production businesses. The revenue increase was partially offset by a decline in Energy Processing revenue, largely driven by the weaker year-over-year North American oilfield activity due to the deterioration of oil and gas prices in early 2009.

Gross profit (revenue less cost of sales) increased as a percentage of sales from 20.4% in 2008 to 22.0% in 2009. The margin improvement was largely attributable to a more profitable mix of projects in our subsea business, net of additional contract-related charges during 2009. On an absolute dollar basis, gross profit increased by $43.1 million during the year ended December 31, 2009, as compared to the prior year. Excluding the impact of foreign currency translation, gross profit increased $100.4 million in 2009 as compared to 2008.

Selling, general and administrative ("SG&A") expense increased as a percentage of sales from 7.7% in 2008 to 8.8% in 2009. SG&A expense for 2009 included a $13.9 million favorable impact from foreign currency translation. The improvement in our common stock price and other investments held in an employee benefit trust for our nonqualified deferred compensation plan resulted in $8.5 million of compensation expense in 2009, compared to a gain of $11.4 million in 2008. We also had increased pension expense of $11.4 million year-over-year as a result of lower plan asset performance during 2008. Additionally, we had increased spending in our Energy Production businesses due to increased bid activity for projects to be awarded in 2010.

We increased our research and development activities in 2009 as we continue to advance new technologies for subsea processing capabilities.

Other income (expense), net, reflected non-operating losses of $6.3 million and $15.7 million on foreign currency exposures and derivative instruments, for which hedge accounting is not applied, for the years ended December 31, 2009 and 2008, respectively. Additionally, we recognized $3.5 million in gains during 2009, compared to $7.3 million in expense during 2008, associated with investments held in an employee benefit trust for our non-qualified deferred compensation plan. Further discussion of our derivative instruments is incorporated herein by reference from Note 14 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

Net interest expense was higher in 2009, primarily due to lower interest income in 2009, as compared to 2008, driven by lower yields on cash investments.

Our provision for income taxes reflected an effective tax rate of 30.0% in 2009. In 2008, our effective tax rate was 30.1%. The decrease in the effective rate in 2009 is primarily related to a favorable change in country mix of earnings, partially offset by a provision of U.S. tax on the earnings of certain foreign subsidiaries that we have determined are not indefinitely reinvested, an increase in the U.S. tax cost of deemed and actual dividends from foreign subsidiaries, and an increased provision of U.S. tax on unrecognized tax benefits. 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 and the impact of foreign earnings repatriation.

2008 Compared With 2007

Our total revenue for the year ended December 31, 2008, reflected growth in both business segments compared to the prior year. Our Energy Production Systems businesses provided $788.5 million of the $902.0 million increase. We benefited from high demand for equipment and systems during 2007, especially subsea systems, used in major oil and gas producing regions throughout the world. The favorable market conditions during 2007

produced a strong backlog position at December 31, 2007, and subsequently, higher revenues for the year ended December 31, 2008, compared to the year ended December 31, 2007. Energy Processing Systems revenues grew by $115.5 million from the prior year largely reflecting continued infrastructure investment related to metering systems and coal-fired power generation.

Gross profit (revenue less cost of sales) increased $200.8 million, and as a percentage of sales from 19.9% in 2007 to 20.4% in 2008. The increase was largely attributable to higher sales volume and to a lesser extent, higher margins in our Energy Production businesses, reflecting more complex subsea projects.

Selling, general and administrative ("SG&A") expense for 2008 increased compared to 2007, but declined as a percentage of sales from 8.5% in 2007 to 7.7% in 2008 as we continued to leverage our SG&A spending. The majority of our increased SG&A spending in 2008 was for Energy Production Systems relating to increased sales volumes.

We increased our research and development activities in 2008 as we advanced new technologies for subsea processing capabilities.

Other income (expense), net, reflected non-operating losses of $15.7 million and gains of $27.9 million on foreign currency exposures and derivative instruments, for which hedge accounting was not applied, for the years ended December 31, 2008 and 2007, respectively. Additionally, we had $7.3 million in compensation expense during 2008 associated with investments held in an employee benefit trust for our non-qualified deferred compensation plan. Further discussion of our derivative instruments is incorporated herein by reference from Note 14 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K.

Net interest expense was lower in 2008, reflective of lower average debt levels and lower borrowing costs during 2008.

Our provision for income taxes reflected an effective tax rate of 30.1% in 2008. In 2007, our effective tax rate was 34.0%. The decrease in the effective tax rate was largely attributable to a favorable change in the country mix of earnings, partially offset by an increase in U.S. tax cost of deemed and actual dividends from foreign subsidiaries, and an increased provision of U.S. tax on unrecognized tax benefits. The difference between the effective rate and the statutory U.S. federal income tax rate related primarily to differing foreign and state tax rates and the impact of foreign earnings repatriation.

Discontinued Operations

Income from discontinued operations, net of income taxes, for the year ended December 31, 2008, primarily reflected $25.7 million, net of tax, in operating results of JBT for the seven months ended July 31, 2008, partially offset by $17.8 million, net of tax, of expenses related to the spin-off of JBT. These expenses consist primarily of non-deductible legal, accounting and professional fees to complete activities associated with the spin-off.

Operating Results of Business Segments

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

The following table summarizes our operating results for the years ended December 31, 2009, 2008 and 2007:

($ in millions)	Year Ended December 31, 2009	2008	2007	Favorable/(Unfavorable) 2009 vs. 2008		2008 vs. 2007	
Revenue							
Energy Production Systems	$ 3,721.9	$ 3,670.7	$ 2,882.2	$ 51.2	1%	$ 788.5	27%
Energy Processing Systems	698.4	883.2	767.7	(184.8)	(21)	115.5	15
Other revenue and intercompany eliminations	(14.9)	(3.0)	(1.0)	(11.9)	*	(2.0)	*
Total revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9	$ (145.5)	(3)%	$ 902.0	25%
Net income							
Segment operating profit							
Energy Production Systems	$ 516.1	$ 420.7	$ 287.9	$ 95.4	23%	$ 132.8	46%
Energy Processing Systems	102.4	165.5	142.5	(63.1)	(38)	23.0	16
Total segment operating profit	618.5	586.2	430.4	32.3	6	155.8	36
Corporate items:							
Corporate expense	(35.4)	(37.5)	(35.1)	2.1	6	(2.4)	(7)
Other revenue and other (expense), net	(57.2)	(42.3)	9.1	(14.9)	(35)	(51.4)	*
Net interest expense	(9.5)	(1.5)	(9.3)	(8.0)	*	7.8	84
Total corporate items	(102.1)	(81.3)	(35.3)	(20.8)	(26)	(46.0)	(130)
Income from continuing operations before income taxes	516.4	504.9	395.1	11.5	2	109.8	28
Provision for income taxes	155.1	152.0	134.5	(3.1)	(2)	(17.5)	(13)
Income from continuing operations	361.3	352.9	260.6	8.4	2	92.3	35
Income from discontinued operations, net of income taxes	0.5	8.4	42.2	(7.9)	*	(33.8)	*
Net income attributable to FMC Technologies, Inc.	$ 361.8	$ 361.3	$ 302.8	$ 0.5	—%	$ 58.5	19%

* Not meaningful

We report our results of operations in U.S. dollars; however, our earnings are generated in a number of currencies worldwide. We generate a significant amount of revenue, and incur a significant amount of costs, in Norwegian Krone, Brazilian Real, and the Euro, for example. The earnings of subsidiaries functioning in their local currencies are translated into U.S. dollars based upon the average exchange rate for the period, in order to provide worldwide consolidated results. While the U.S. dollar results reported reflect the actual economics of the period reported upon, the variances from prior periods include the impact of translating earnings at different rates.

A summary of the translation impact on our consolidated results follows:

(In millions)	Year Ended December 31, 2009	Year Ended December 31, 2008	Year Ended December 31, 2007
Revenue (decline) growth:			
Reported	$ (145.5)	$ 902.0	$ 733.5
Due to translation	$ (355.0)	$ 92.4	$ 225.8
Segment operating profit growth:			
Reported	$ 32.3	$ 155.8	$ 138.3
Due to translation	$ (41.8)	$ 15.3	$ 17.9

The revenue impacts are primarily reflected in Energy Production Systems—96%, 87% and 93% for the years ended December 31, 2009, 2008 and 2007, respectively. The operating profit impacts are primarily reflected in Energy Production Systems—95%, 84% and 95% for the years ended December 31, 2009, 2008 and 2007, respectively.

Energy Production Systems

2009 Compared With 2008

Energy Production Systems' revenue was $51.2 million higher for the year ended December 31, 2009, compared to the same period in 2008. Revenue for 2009 included a $340.0 million unfavorable impact of foreign currency translation, as compared to 2008. Excluding the impact of foreign currency translation, total revenue grew by $391.2 million during 2009, compared to the prior year. The increase was driven primarily by the conversion of subsea backlog to revenue during the year. Subsea volumes increased primarily as a result of progress on new and ongoing projects worldwide; notably projects located in the North Sea, in the Gulf of Mexico, West Africa and offshore Brazil. Further, international activity levels in our surface wellhead business have seen modest improvement, but this was more than offset by the decline in the North American surface wellhead markets.

Energy Production Systems' operating profit totaled $516.1 million, or 13.9% of revenue, for the year ended December 31, 2009, and was 2.4 percentage points above the operating profit generated in the prior year. The margin improvement resulted primarily from a more profitable mix of projects in our subsea business, net of additional contract-related charges during 2009. On an absolute dollar basis, operating profit increased by $95.4 million in 2009, as compared to 2008. Excluding the impact of foreign currency translation, operating profit increased $135.2 million during 2009, as compared to the prior year.

2008 Compared With 2007

Energy Production Systems' revenue was $788.5 million higher for the year ended December 31, 2008, compared to the same period in 2007, which included approximately $80.5 million related to foreign currency translation. Segment revenue is affected by trends in land and offshore oil and gas exploration and production, including shallow and deepwater development. Higher demand for our products and services in prior periods has resulted in project-related subsea systems revenue of $3.0 billion for the year ended December 31, 2008, compared to $2.3 billion for the comparable period in 2007. Subsea volumes increased primarily as a result of progress on new and ongoing projects worldwide; notably projects located in the North Sea, in the Gulf of Mexico and offshore Brazil.

Energy Production Systems' operating profit increased by $132.8 million for the year ended 2008 compared to the same period in 2007, which includes approximately $12.9 million related to foreign currency translation. The increase in sales volume accounted for $120.8 million of the profit increase. We achieved approximately $55.1 million in other margin improvements, primarily reflective of more complex, and higher margin, subsea projects. Offsetting these profit increases were $38.9 million in increased selling, general and administrative costs resulting from higher staff levels, and $3.4 million in higher costs for research and development of our subsea and surface technologies.

Energy Processing Systems

2009 Compared With 2008

Energy Processing Systems' revenue decreased $184.8 million for the year ended December 31, 2009, compared to the year ended December 31, 2008. The decrease was driven largely by reduced demand for fluid control products, resulting from weaker oil and gas prices which led to the decline in the North American oilfield activity experienced during the first half of 2009. Additionally, material handling revenues were negatively impacted due to a weakened demand for coal-fired power generation and, to a lesser extent, the measurement solutions business had several large product shipments during 2008 which did not repeat in 2009. The decreases also reflect the impact of a strengthening U.S. dollar in 2009, as compared to 2008.

Energy Processing Systems' operating profit for the year ended December 31, 2009, decreased $63.1 million compared to the same period of 2008, primarily reflecting the decline in product sales volumes.

2008 Compared With 2007

Energy Processing Systems' revenue increased $115.5 million for the year ended December 31, 2008, compared to the year ended December 31, 2007. The increase was driven primarily by higher volume in the measurement solutions and material handling businesses, reflecting continued infrastructure investment related to metering systems and coal-fired power generation.

Energy Processing Systems' operating profit for the year ended December 31, 2008, increased $23.0 million compared to the same period of 2007. Higher product sales volumes contributed $34.5 million of increased operating profit, primarily in the measurement solutions and material handling businesses, partially offset by an unfavorable product mix, increased headcount related selling and administrative costs, higher commission expense and higher research and development spending in support of improved sales volume.

Corporate Items

2009 Compared With 2008

Our corporate items reduced earnings by $102.1 million in 2009, compared to $81.3 million in 2008. We recognized $5.0 million in expense during 2009, compared to $4.1 million in gains during 2008, associated with investments held in an employee benefit trust for our non-qualified deferred compensation plan. We also had increased pension expense of $8.6 million year-over-year as a result of lower plan asset performance during 2008 and an $8.0 million increase in interest expense, net, primarily due to lower interest income in 2009, as compared to 2008, driven by lower yields on cash investments. These costs were partially offset by favorable adjustments to our LIFO reserve of $5.3 million, attributable to lower inventory levels and lower cost indexes and a decrease in other corporate costs of $2.1 million resulting from cost containment efforts to align staffing with current business activities.

2008 Compared With 2007

Our corporate items reduced earnings by $81.3 million in 2008 compared to $35.3 million in 2007. The increase in expense in 2008 primarily reflected mark-to-market losses on foreign currency forward contracts of $8.7 million in 2008, compared to gains in the prior year of $30.9 million, combined with increased stock-based compensation of $6.5 million and other corporate staff costs of $2.4 million. These costs were partially offset by a $7.8 million decrease in interest expense, net, attributable to reduced borrowing levels and lower interest rates in 2008.

Inbound Orders and Order Backlog

Inbound orders represent the estimated sales value of confirmed customer orders received during the reporting period and the impact of translation on the previous year's backlog. Backlog translation positively affected orders by $363.3 million in the year ended December 31, 2009, and negatively affected orders by $593.1 million in the comparable period of 2008.

	Inbound Orders Year Ended December 31,	
(In millions)	2009	2008
Energy Production Systems	$ 2,709.4	$ 2,853.2
Energy Processing Systems	606.4	865.9
Intercompany eliminations	(16.9)	(7.6)
Total inbound orders	$ 3,298.9	$ 3,711.5

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

(In millions)	Order Backlog December 31, 2009	2008
Energy Production Systems	$ 2,332.6	$ 3,345.0
Energy Processing Systems	221.1	313.2
Intercompany eliminations	(8.3)	(7.0)
Total order backlog	$ 2,545.4	$ 3,651.2

Order backlog for Energy Productions Systems at December 31, 2009, decreased by $1.0 billion compared to year-end 2008, as new orders in 2009 did not fully replace the prior year backlog that was converted into revenue in 2009. Lower inbound orders are the result of the weak global economic climate and some lingering uncertainty regarding the recovery from the global economic recession and its impact on energy demand. Inbound orders are expected to improve during the last half of 2010. Backlog of $2.3 billion at December 31, 2009, includes various projects for BP; Petrobras' Cascade, Tambau and GLL-9; Shell's Gumusut; Statoil's Ormen Lange Phase II, Vega, Asgard, and Gjoa; Total's Pazflor; Tullow's Jubilee and Woodside's Pluto subsea projects. We expect to convert approximately 80% of December 31, 2009 backlog into revenue during 2010.

Order backlog for Energy Processing Systems at December 31, 2009, decreased by 29% compared to year-end 2008, due largely from the drawdown on significant projects in the material handling and loading systems businesses and decreased demand for fluid control products resulting from weaker oil and gas prices and lower year-over-year North American oilfield activity during early 2009. We are beginning to see some recovery in the oil and gas markets, and consequently, we anticipate an increase in orders in 2010. However, there is still some uncertainty as to the stability of the recovery. We expect to convert approximately 70% of the December 31, 2009 backlog into revenue during 2010.

Liquidity and Capital Resources

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

Our net cash at December 31, 2009, was $40.6 million, compared with net debt of $154.9 million at December 31, 2008. Net debt, or net cash, is a non-GAAP measure reflecting debt, net of cash and cash equivalents. Management uses this non-GAAP measure to evaluate our capital structure and financial leverage. We believe that net debt, or net cash, is a meaningful measure which will assist investors in understanding our results and recognizing underlying trends. This measure supplements disclosures required by GAAP. The following table provides details of the balance sheet classifications included in net debt.

(In millions)	December 31, 2009	December 31, 2008
Cash and cash equivalents	$ 460.7	$ 340.1
Short-term debt and current portion of long-term debt	(28.5)	(23.0)
Long-term debt, less current portion	(391.6)	(472.0)
Net cash (debt)	$ 40.6	$ (154.9)

The change in our net cash (debt) position reflects cash generated from operations, which more than offset repurchases of our common stock of $155.7 million, capital expenditures of $110.0 million, and payments for acquisitions of $162.6 million.

Cash flows for each of the years in the three-year period ended December 31, 2009, were as follows:

(In millions)	Year Ended December 31, 2009	2008	2007
Cash provided by operating activities of continuing operations	$ 596.6	$ 261.7	$ 542.8
Cash required by investing activities of continuing operations	(253.7)	(282.9)	(181.0)
Cash provided (required) by financing activities	(237.6)	252.7	(355.6)
Cash provided (required) by discontinued operations	(2.1)	(15.8)	29.0
Effect of exchange rate changes on cash and cash equivalents	17.4	(5.1)	14.8
Increase (decrease) in cash and cash equivalents	$ 120.6	$ 210.6	$ 50.0

Operating Cash Flows

During the year ended December 31, 2009, we generated $596.6 million in cash flows from operating activities of continuing operations, which represented a $334.9 million increase compared to the prior year. The year-over-year improvement is largely attributable to lower working capital investment associated with our portfolio of projects. Our working capital balances can vary significantly depending on the payment terms and timing of delivery on key contracts.

Our cash flows from operating activities in 2008 were $281.1 million lower than the prior year. The decrease is due primarily to the higher investments in working capital resulting from required investments in accounts receivable and inventory in the Energy Production segment.

Investing Cash Flows

Our cash requirements for investing activities of continuing operations were $253.7 million and $282.9 million during 2009 and 2008, respectively, primarily consisting of amounts to fund acquisitions and capital expenditures. Acquisition funding in 2009, which largely related to the purchase of DDS and MPM, resulted in cash outflows, net of cash acquired of $120.2 million and $32.4 million, respectively. We spent $121.3 million on investments in 2008, related primarily to our purchase of a 45% interest in Schilling Robotics, LLC. Capital expenditures, net of cash proceeds associated with certain asset and investment disposals, decreased year-over-year, reflecting lower spending on subsea capacity additions and offshore tooling and the completion of intervention assets in early 2009 for Energy Production Systems.

Cash required by investing activities in 2007 was $181.0 million, primarily reflecting the investment in subsea intervention assets, offshore tooling and subsea capacity additions. Additionally, we spent $64.4 million for acquisitions, including $59.7 million for the purchase of the remaining interest in CDS Engineering BV, partially offset by proceeds from the sale and leaseback of land and property in Houston, Texas.

Financing Cash Flows

Cash required by financing activities was $237.6 million in 2009, compared to cash provided of $252.7 million for 2008. We reduced our net borrowings by $80.2 million in 2009, compared to increased net borrowings of $369.4 million in 2008. Additionally, we received proceeds from JBT of $196.2 million in 2008, in conjunction with the spin-off of JBT. Cash was used for both years to repurchase common stock under our share repurchase authorization program.

Cash outflows in 2007 related primarily to the reduction in net borrowings of $98.4 million and the repurchase of common stock under our share repurchase authorization program.

Discontinued Operations Cash Flows

We reported an immaterial amount of cash required by discontinued operations in 2009, related to the spin-off of JBT which occurred in July 2008. Cash required by and provided by discontinued operations in 2008 and 2007, respectively, primarily reflected the operating and investing activities of JBT.

Debt and Liquidity

Total borrowings at December 31, 2009 and 2008, comprised the following:

(In millions)	December 31, 2009	2008
Revolving credit facilities	$ 100.0	$ 407.0
Commercial paper	278.7	52.0
Uncommitted credit facilities	28.1	19.1
Property financing	8.1	8.5
Other	5.2	8.4
Total borrowings	$ 420.1	$ 495.0

The following is a summary of our credit facilities at December 31, 2009:

(In millions) Description	Amount	Debt Outstanding	Commercial Paper Outstanding (a)	Letters of Credit	Unused Capacity	Maturity
Five-year committed revolving credit facility	$ 600.0	$ 100.0	$ 278.7	$ 27.8	$ 193.5	December 2012
364-day revolving committed credit agreement	350.0	—	—	—	350.0	January 2010
	$ 950.0	$ 100.0	$ 278.7	$ 27.8	$ 543.5	

(a) Under our commercial paper program, we have the ability to access up to $500.0 million of financing through our commercial paper dealers. Our available capacity under our revolving credit facilities is reduced by any outstanding commercial paper.

Committed credit available under our five-year revolving credit facility maturing in December 2012 provides the ability to issue our commercial paper obligations on a long-term basis. We had $278.7 million of commercial paper issued under this facility at December 31, 2009. Since we had both the ability and intent to refinance these obligations on a long-term basis, our commercial paper borrowings were classified as long-term on the consolidated balance sheets at December 31, 2009.

Our $600 million five-year revolving credit agreement maturing in December 2012, with JPMorgan Chase Bank, N.A., as Administrative Agent, accrues interest at a rate equal to, at our option, either (a) a base rate determined by reference to the higher of (1) the agent's prime rate and (2) the federal funds rate plus 1/2 of 1% or (b) an interest rate of 45 basis points above the London Interbank Offered Rate ("LIBOR"). The margin over LIBOR is variable and is determined based on our debt rating.

In January 2009, we entered into a $350 million 364-day revolving committed credit agreement maturing in January 2010, with Bank of America, N.A., as Administrative Agent. Under the credit agreement interest accrues at a rate equal to, at our option, either (a) a base rate determined by reference to the higher of (1) the agent's prime rate, (2) the federal funds rate plus 1/2 of 1% or (3) the London Interbank Offered Rate ("LIBOR") plus 1.00%; or (b) LIBOR plus 2.25%. The margin over LIBOR is variable and is determined based on our credit rating.

Among other restrictions, the terms of the credit agreements include negative covenants related to liens and a financial covenant related to the debt-to-earnings ratio. We are in compliance with all restrictive covenants as of December 31, 2009.

On January 13, 2010, we entered into a $350 million revolving credit agreement with Bank of America, N.A., as Administrative Agent. The new facility matures in January 2013 and replaces, in kind, the $350 million 364-day revolving credit agreement that matured on January 13, 2010.

Outlook for 2010

Historically, we have generated our capital resources primarily through operations and, when needed, through credit facilities. We continue to witness volatility in the credit, equity and commodity markets that began in 2008. While this creates some degree of uncertainty for our business, management believes we have secured sufficient credit capacity to mitigate potential negative impacts on our operations. We expect to continue to meet our cash requirements with a combination of cash on hand, cash generated from operations and our credit facilities.

We are projecting to spend approximately $140.0 million during 2010 for capital expenditures, largely for enhancements to our manufacturing and service capabilities. We anticipate contributing approximately $14.5 million to our pension plans in 2010. Further, we expect to continue our stock repurchases authorized by our Board, with the timing and amounts of these repurchases dependent upon market conditions and liquidity.

We have $543.5 million in capacity available under our bank lines that we expect to utilize if working capital temporarily increases in response to market demand, and when opportunities for business acquisitions meet our standards. Our intent is to maintain a level of financing sufficient to meet this objective. We continue to evaluate acquisitions, divestitures and joint ventures in the ordinary course of business.

Contractual Obligations and Off-Balance Sheet Arrangements

The following is a summary of our contractual obligations at December 31, 2009:

	Payments Due by Period				
(In millions) Contractual obligations	Total payments	Less than 1 year	1-3 years	3 -5 years	After 5 years
Long-term debt (a)	$ 392.0	$ 0.4	$ 385.3	$ —	$ 6.3
Short-term debt	28.1	28.1	—	—	—
Operating leases	405.8	57.0	95.2	75.4	178.2
Unconditional purchase obligations (b)	593.3	568.0	25.3	—	—
Pension and other postretirement benefits (c)	14.5	14.5	—	—	—
Unrecognized tax benefits (d)	5.3	5.3	—	—	—
Total contractual obligations	$ 1,439.0	$ 673.3	$ 505.8	$ 75.4	$ 184.5

(a) Our available long-term debt is dependent upon our compliance with covenants, including negative covenants related to liens, and a financial covenant related to the debt-to-earnings ratio. Any violation of covenants or other events of default, which are not waived or cured, or changes in our credit rating could have a material impact on our ability to maintain our committed financing arrangements.

Interest on long-term debt is not included in the table. As of December 31, 2009, we have commercial paper borrowings with short-term maturities that we have both the ability and intent to refinance on a long-term basis. However, we are uncertain as to the level of commercial paper or other borrowings and market interest rates that will be applicable throughout 2010. During 2009, we paid $10.4 million for interest expense.

(b) In the normal course of business, we enter into agreements with our suppliers to purchase raw materials or services. These agreements include a requirement that our supplier provide products or services to our specifications and require us to make a firm purchase commitment to our supplier. As substantially all of these commitments are associated with purchases made to fulfill our customers' orders, the costs associated with these agreements will ultimately be reflected in cost of sales on our consolidated statements of income.

(c) We expect to make $14.5 million in contributions to our pension and other postretirement benefit plans during 2010. This amount does not include discretionary contributions to our U.S. qualified pension plan. Required contributions for future years depend on factors that cannot be determined at this time.

(d) As of December 31, 2009, we have a liability for unrecognized tax benefits of $41.2 million. It is reasonably possible that $5.3 million of the liability will be settled during 2010, and this amount is reflected in income taxes payable in our consolidated balance sheet as of December 31, 2009. Due to the high degree of uncertainty regarding the timing of potential future cash flows associated with the remaining $35.9 million in liabilities, we are unable to make a reasonable estimate of the period in which such liabilities might be paid.

The following is a summary of other off-balance sheet arrangements at December 31, 2009:

	Amount of Commitment Expiration per Period				
(In millions) Other off-balance sheet arrangements	Total amount	Less than 1 year	1-3 years	3-5 years	After 5 years
Letters of credit and bank guarantees	$ 569.1	$ 208.2	$ 221.6	$ 58.2	$ 81.1
Surety bonds	62.5	46.9	15.6	—	—
Total other off-balance sheet arrangements	$ 631.6	$ 255.1	$ 237.2	$ 58.2	$ 81.1

As collateral for our performance on certain sales contracts or as part of our agreements with insurance companies, we are contingently liable under letters of credit, surety bonds and other bank guarantees. In order to obtain these financial instruments, we pay fees to various financial institutions in amounts competitively determined in the marketplace. Our ability to generate revenue from certain contracts is dependent upon our ability to obtain these off-balance sheet financial instruments. These off-balance sheet financial instruments may be renewed, revised or released based on changes in the underlying commitment. Historically, our commercial commitments have not been drawn upon to a material extent; consequently, management believes it is not likely that there will be claims against these commitments that will have a negative impact on our key financial ratios or our ability to obtain financing.

In connection with the spin-off of JBT, we retained liability for various contingent obligations totaling $12.8 million at December 31, 2009. Contingent obligations include guarantees on certain performance bonds issued by JBT. We are fully indemnified by JBT pursuant to the terms and conditions of the Separation and Distribution Agreement, dated July 31, 2008, between FMC Technologies and JBT. Management does not expect any of these financial instruments to result in losses that if incurred, would have a material effect on our consolidated financial position, results of operations or cash flows. The majority of these obligations will expire before the end of 2012.

Qualitative and Quantitative Disclosures about Market Risk

We are subject to financial market risks, including fluctuations in foreign currency exchange rates and interest rates. In order to manage and mitigate our exposure to these risks, we may use derivative financial instruments in accordance with established policies and procedures. We do not use derivative financial instruments where the objective is to generate profits solely from trading activities. At December 31, 2009 and 2008 our derivative holdings consisted of foreign currency forward contracts and foreign currency instruments embedded in purchase and sale contracts. At December 31, 2009, our derivative portfolio also held interest rate swap agreements.

These forward-looking disclosures only address potential impacts from market risks as they affect our financial instruments. They do not include other potential effects which could impact our business as a result of changes in foreign currency exchange rates, interest rates, commodity prices or equity prices.

Foreign Currency Exchange Rate Risk

We conduct operations around the world in a number of different currencies. Most of our significant foreign subsidiaries have designated the local currency as their functional currency. Our earnings are therefore subject to change due to fluctuations in foreign currency exchange rates when the earnings in foreign currencies are translated into U.S. Dollars. We do not hedge these fluctuations in earnings. A 10% increase or decrease in the average exchange rates of all foreign currencies in 2009 would have changed our revenue and income from continuing operations by approximately 5% and 4%, respectively.

When transactions are denominated in currencies other than our subsidiaries respective functional currencies, we manage these exposures through the use of derivative instruments to mitigate our risk. We use foreign currency forward contracts to hedge the foreign currency fluctuation associated with firmly committed and forecasted foreign currency denominated payments and receipts. The derivative instruments are designated and qualify as cash flow hedges, and as such their gains and losses are recorded in other comprehensive income until such time that the underlying transactions are recognized. When a forecasted transaction in a currency other than the functional currency of an entity is recognized as an asset or liability on the balance sheet, we also hedge the foreign currency fluctuation with derivative instruments after netting our exposures worldwide. These derivative instruments do not qualify as cash flow hedges.

Occasionally, we enter into contracts or other arrangements that are subject to foreign exchange fluctuations that qualify as embedded derivative instruments. In those situations, we enter into derivative foreign exchange contracts that hedge the price fluctuations due to movements in the foreign exchange rates. These hedges are not treated as cash flow hedges.

We have prepared a sensitivity analysis of our foreign currency forward contracts hedging anticipated transactions that are accounted for as cash flow hedges. This analysis assumes that each foreign currency rate would change 10% against a stronger and then weaker U.S. Dollar. A 10% increase in the value of the U.S. Dollar would result in a loss of $50.0 million in the net fair value of cash flow hedges reflected on our balance sheet at December 31, 2009. Changes in the derivative fair value will not have an immediate impact on our results of operations since their gains and losses are recorded in other comprehensive income unless these contracts are deemed to be ineffective. When the anticipated transactions occur, these changes in value of derivatives instrument positions will be offset against changes in the value of the underlying transaction.

Interest Rate Risk

Our debt instruments subject us to market risk associated with movements in interest rates. In March 2009, we entered into three floating-to-fixed interest rate swaps hedging interest payments on $100.0 million of our variable rate revolving debt. The effect of these interest rate swaps is to fix the effective annual interest rate on these borrowings at an average rate of 2.1%.

We use a sensitivity analysis to measure the impact on fair values (for interest rate swaps) of an immediate adverse movement in the interest rates of 50 basis points. This analysis was based on a modeling technique that measures the hypothetical market value resulting from a 50 basis point change in interest rates. This adverse change in the applicable interest rates would result in a decrease of $1.8 million in the net fair value of our interest rate swaps at December 31, 2009.

At December 31, 2009 we had unhedged variable rate debt of $307.0 million. Using sensitivity analysis to measure the impact of a 10% adverse movement in the interest rate, or 12 basis points, would result in an immaterial increase to interest expense.

We assess effectiveness of forward foreign currency contracts designated as cash flow hedges based on changes in fair value attributable to changes in spot rates. We exclude the impact attributable to changes in the difference between the spot rate and the forward rate for the assessment of hedge effectiveness, and recognize the change in fair value of this component immediately in earnings. The difference between the spot rate and the forward rate is generally related to the differences in the interest rates of the countries of the currencies being traded. Consequently, we have exposure to relative changes in interest rates between countries in our results of operations. To the extent the U.S. interest rate decreases by 10%, or 12 basis points, and other countries interest rates remain fixed, we would expect to recognize an increase of $0.3 million in earnings in the period of change. Based on our portfolio as of December 31, 2009, we have exposure to the interest rates in the U.S., Brazil, the United Kingdom, Australia, the European Community and Norway.

Critical Accounting Estimates

We prepare our consolidated financial statements in conformity with United States generally accepted accounting principles. As such, we are required to make certain estimates, judgments and assumptions about matters that are

inherently uncertain. On an ongoing basis, our management re-evaluates these estimates, judgments and assumptions for reasonableness because of the critical impact that these factors have on the reported amounts of assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the periods presented. Management has discussed the development and selection of these critical accounting estimates with the Audit Committee of our Board of Directors and the Audit Committee has reviewed this disclosure. We believe that the following are the critical accounting estimates used in preparing our financial statements.

Percentage of Completion Method of Accounting

We record revenue on construction-type manufacturing projects using the percentage of completion method, where revenue is recorded as work progresses on each contract. There are several acceptable methods of measuring progress toward completion. Most frequently, we use the ratio of costs incurred to date to total estimated contract costs at completion to measure this progress.

We execute contracts with our customers that clearly describe the equipment, systems and/or services that we will provide and the amount of consideration we will receive. After analyzing the drawings and specifications of the contract requirements, our project engineers estimate total contract costs based on their experience with similar projects and then adjust these estimates for specific risks associated with each project, such as technical risks associated with a new design. Costs associated with specific risks are estimated by assessing the probability that conditions will arise that will affect our total cost to complete the project. After work on a project begins, assumptions that form the basis for our calculation of total project cost are examined on a monthly basis and our estimates are updated to reflect new information as it becomes available.

Revenue recorded using the percentage of completion method amounted to $2,731.3 million, $2,999.9 million and $1,890.7 million for the years ended December 31, 2009, 2008 and 2007, respectively.

A significant portion of our total revenue recorded under the percentage of completion method relates to the Energy Production Systems business segment, primarily for subsea petroleum exploration equipment projects that involve the design, engineering, manufacturing and assembly of complex, customer-specific systems. The systems are not entirely built from standard bills of material and typically require extended periods of time to design and construct.

Total estimated contract cost affects both the revenue recognized in a period as well as the reported profit or loss on a project. The determination of profit or loss on a contract requires consideration of contract revenue, change orders and claims, less costs incurred to date and estimated costs to complete. Anticipated losses on contracts are recorded in full in the period in which they are identified. Profits are recorded based on the estimated project profit multiplied by the percentage complete.

The total estimated contract cost in percentage of completion accounting is a critical accounting estimate because it can materially affect revenue and cost of sales, and it requires us to make judgments about matters that are uncertain. There are many factors, including but not limited to resource price inflation, labor availability, productivity and weather, that can affect the accuracy of our cost estimates and ultimately our future profitability. In the past, we have realized both lower and higher than expected margins and have incurred losses as a result of unforeseen changes in our project costs.

The amount of revenue recognized using the percentage of completion method is sensitive to our changes in estimates of total contract costs. If we had used a different estimate of total contract costs for each contract in progress at December 31, 2009, a 1% increase or decrease in the estimated margin earned on each contract would have increased or decreased total revenue and pre-tax income for the year ended December 31, 2009 by $36.4 million.

Inventory Valuation

Inventory is recorded at the lower of cost or net realizable value. In order to determine net realizable value, we evaluate each component of inventory on a regular basis to determine whether it is excess or obsolete. We record

the decline in the carrying value of estimated excess or obsolete inventory as a reduction of inventory and as an expense included in cost of sales in the period in which it is identified. Our estimate of excess and obsolete inventory is a critical accounting estimate because it is highly susceptible to change from period to period. In addition, it requires management to make judgments about the future demand for inventory.

In order to quantify excess or obsolete inventory, we begin by preparing a candidate listing of the components of inventory that have a quantity on hand in excess of usage within the most recent two-year period. This list is then reviewed with sales, engineering, production and materials management personnel to determine whether this list of potential excess or obsolete inventory items is accurate. Management considers as part of this evaluation whether there has been a change in the market for finished goods, whether there will be future demand for on-hand inventory items and whether there are components of inventory that incorporate obsolete technology. As a result, our estimate of excess or obsolete inventory is sensitive to changes in assumptions about future usage of the inventory.

Impairment of Long-Lived and Intangible Assets

Long-lived assets, including property, plant and equipment, identifiable intangible assets being amortized and capitalized software costs are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. The carrying amount of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. The determination of future cash flows as well as the estimated fair value of long-lived assets involves significant estimates on the part of our management. If it is determined that an impairment loss has occurred, the loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

Goodwill and Other Intangible Assets

We record the excess of purchase price over fair value of the tangible and the identifiable intangible assets acquired as goodwill. Goodwill is not subject to amortization but is tested for impairment on an annual basis (or more frequently if impairment indicators arise). We have established October 31 as the date of our annual test for impairment of goodwill. Impairment losses are calculated at the reporting unit level, and represent the excess of the carrying value of reporting unit goodwill over its implied fair value. The implied fair value of goodwill is determined by a two-step process. The first compares the fair value of the reporting unit (measured as the present value of expected future cash flows) to its carrying amount. The determination of the fair value of a reporting unit is a matter of judgment and often involves the use of significant estimates and assumptions. If the fair value of the reporting unit is less than its carrying amount, a second step is performed. In this step, the fair value of the reporting unit is allocated to its assets and liabilities to determine the implied fair value of goodwill, which is used to measure the impairment loss. We have not recognized any impairment for the years ended December 31, 2009 or 2008, as the fair values of our reporting units with goodwill balances exceed our carrying amounts. In addition, there were no negative conditions, or triggering events, that occurred in 2009 or 2008 requiring us to perform additional impairment reviews.

Accounting for Income Taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for uncertain tax positions reflect management's best assessment of estimated future taxes to be paid. We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Significant judgments and estimates are required in determining our consolidated income tax expense.

In determining our current income tax provision, we assess temporary differences resulting from differing treatments of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are recorded in our consolidated balance sheets. When we maintain deferred tax assets, we must assess the likelihood that these assets will be recovered through adjustments to future taxable income. To the extent we believe recovery is not likely, we establish a valuation allowance. We record an allowance reducing the asset to a

value we believe will be recoverable based on our expectation of future taxable income. We believe the accounting estimate related to the valuation allowance is a critical accounting estimate because it is highly susceptible to change from period to period as it requires management to make assumptions about our future income over the lives of the deferred tax assets, and the impact of increasing or decreasing the valuation allowance is potentially material to our results of operations.

Forecasting future income requires us to use a significant amount of judgment. In estimating future income, we use our internal operating budgets and long-range planning projections. We develop our budgets and long-range projections based on recent results, trends, economic and industry forecasts influencing our segments' performance, our backlog, planned timing of new product launches, and customer sales commitments. Significant changes in the expected realizability of the deferred tax asset would require that we adjust the valuation allowance applied against the gross value of our total deferred tax assets, resulting in a change to net income.

As of December 31, 2009, we estimated that it is not more likely than not that we will generate future taxable income in certain foreign jurisdictions in which we have cumulative net operating losses and, therefore, we have provided a valuation allowance against the related deferred tax assets. As of December 31, 2009, we estimated that it is more likely than not that we will have future taxable income in the United States to utilize our domestic deferred tax assets. Therefore, we have not provided a valuation allowance against any domestic deferred tax assets.

The need for a valuation allowance is sensitive to changes in our estimate of future taxable income. If our estimate of future taxable income was 15% lower than the estimate used, we would still generate sufficient taxable income to utilize such domestic deferred tax assets.

The calculation of our income tax expense involves dealing with uncertainties in the application of complex tax laws and regulations in numerous jurisdictions in which we operate. We recognize tax benefits related to uncertain tax positions when, in our judgment, it is more likely than not that such positions will be sustained on examination, including resolutions of any related appeals or litigation, based on the technical merits. We adjust our liabilities for uncertain tax positions when our judgment changes as a result of new information previously unavailable. Due to the complexity of some of these uncertainties, their ultimate resolution may result in payments that are materially different from our current estimates. Any such differences will be reflected as adjustments to income tax expense in the periods in which they are determined.

Retirement Benefits

Our retirement (pension) and postretirement (health care and life insurance) obligations are described in Note 11 to our consolidated financial statements included in Item 8 of this Annual Report on Form 10-K. In order to measure the expense and obligations associated with our retirement benefits, management must make a variety of estimates, including discount rates used to value certain liabilities, expected return on plan assets set aside to fund these costs, rate of compensation increase, employee turnover rates, retirement rates, mortality rates and other factors. We update these estimates on an annual basis or more frequently upon the occurrence of significant events. These accounting estimates bear the risk of change due to the uncertainty associated with the estimate as well as the fact that these estimates are difficult to measure. Different estimates used by management could result in our recognizing different amounts of expense over different periods of time.

We use third-party specialists to assist management in evaluating our assumptions as well as appropriately measuring the costs and obligations associated with these retirement benefits. The discount rate and expected return on plan assets are based primarily on investment yields available and the historical performance of our plan assets. These elements are critical accounting estimates because they are subject to management's judgment and can materially affect net income.

Pension expense was $45.4 million, $34.0 million and $26.6 million for the years ended December 31, 2009, 2008 and 2007, respectively.

The discount rate used affects the interest cost component of net periodic pension cost. The discount rate is based on rates at which the pension benefit obligation could effectively be settled on a present value basis. To determine the weighted average discount rate, we review long-term, high quality ("AA" rated) corporate bonds at

our determination date and use a model that matches the projected benefit payments for our plans to coupons and maturities from high quality bonds. Significant changes in the discount rate, such as those caused by changes in the yield curve, the mix of bonds available in the market, the duration of selected bonds, and the timing of expected benefit payments may result in volatility in pension expense and pension liabilities. The weighted average discount rate used to compute net periodic benefit cost decreased from 6.02% in 2008 to 5.92% in 2009.

Our pension expense is sensitive to changes in our estimate of discount rate. Holding other assumptions constant, for a 50 basis point reduction in the discount rate, annual pension expense would increase by approximately $6.7 million before taxes. Holding other assumptions constant, for a 50 basis point increase in the discount rate, annual pension expense would decrease by approximately $6.3 million before taxes.

Net periodic pension cost includes an underlying expected long-term rate of asset return. Our estimate of the expected rate of return on plan assets is based primarily on the historical performance of plan assets, current market conditions, our asset allocation and long-term growth expectations. We assumed a weighted average expected rate of return for our pension plans of 8.35% and 8.21% in 2009 and 2008, respectively. The expected return on plan assets is recognized as part of the net periodic pension cost. The difference between the expected return and the actual return on plan assets is amortized over the expected remaining service life of employees, so there is a lag time between the market's performance and its impact on plan results. Holding other assumptions constant, an increase of 50 basis points in the expected rate of return on plan assets would decrease annual pension expense by approximately $3.0 million before taxes. Holding other assumptions constant, a decrease of 50 basis points in the expected rate of return on plan assets would increase annual pension expense by approximately $2.8 million before taxes.

Recently Issued Accounting Standards

In October 2009, the Financial Accounting Standards Board ("FASB") issued an update to existing guidance on revenue recognition for arrangements with multiple deliverables. This update will allow companies to allocate consideration received for qualified separate deliverables based on estimated selling price for both delivered and undelivered items when vendor-specific or third-party evidence is unavailable. Additionally, disclosure of the nature of multiple element arrangements, the types of deliverables under the arrangements, the general timing of their delivery, and significant factors and estimates used to determine estimated selling prices are required. We will adopt this update for new revenue arrangements entered into or materially modified beginning January 1, 2011. We are currently evaluating the provisions of the update and have not yet determined the impact, if any, on our consolidated financial statements.

In June 2009, the FASB issued a new accounting standard which provides amendments to previous guidance on the consolidation of variable interest entities. This standard clarifies the characteristics that identify a variable interest entity ("VIE") and changes how a reporting entity identifies a primary beneficiary that would consolidate the VIE from a quantitative risk and rewards calculation to a qualitative approach based on which variable interest holder has controlling financial interest and the ability to direct the most significant activities that impact the VIE's economic performance. This statement requires the primary beneficiary assessment to be performed on a continuous basis. It also requires additional disclosures about an entity's involvement with a VIE, restrictions on the VIE's assets and liabilities that are included in the reporting entity's consolidated balance sheet, significant risk exposures due to the entity's involvement with the VIE, and how its involvement with a VIE impacts the reporting entity's consolidated financial statements. The standard is effective for fiscal years beginning after November 15, 2009. We will adopt the standard on January 1, 2010 and have not yet determined the impact on our consolidated financial statements.

Management believes that other recently issued accounting standards, which are not yet effective, will not have a material impact on our consolidated financial statements upon adoption.

ITEM 7A. QUALITATIVE AND QUANTITATIVE DISCLOSURES ABOUT MARKET RISK

Information regarding market risks is incorporated herein by reference from the section entitled "Qualitative and Quantitative Disclosures about Market Risk" in Item 7 of this Annual Report on Form 10-K.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of FMC Technologies, Inc.:

We have audited FMC Technologies, Inc.'s internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). FMC Technologies, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the FMC Technologies, Inc.'s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, FMC Technologies, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of FMC Technologies, Inc. and subsidiaries as of December 31, 2009 and 2008, and the related consolidated statements of income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2009, and our report dated March 1, 2010 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Houston, Texas
March 1, 2010

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of FMC Technologies, Inc.:

We have audited the accompanying consolidated balance sheets of FMC Technologies, Inc. and subsidiaries (the Company) as of December 31, 2009 and 2008, and the related consolidated statements of income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2009. In connection with our audits of the consolidated financial statements, we also have audited financial statement schedule II. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2009 and 2008, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2009, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule II, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 1, 2010 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

Houston, Texas
March 1, 2010

FMC TECHNOLOGIES, INC. AND CONSOLIDATED SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share data)	Year Ended December 31, 2009	2008	2007
Revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9
Costs and expenses:			
Cost of sales	3,434.5	3,623.1	2,921.9
Selling, general and administrative expense	389.5	351.7	310.6
Research and development expense	51.3	45.3	40.8
Total costs and expenses	3,875.3	4,020.1	3,273.3
Other income (expense), net	(2.7)	(23.0)	29.9
Income before interest income, interest expense and income taxes	527.4	507.8	405.5
Interest income	2.4	6.6	6.8
Interest expense	(11.9)	(8.1)	(16.1)
Income from continuing operations before income taxes	517.9	506.3	396.2
Provision for income taxes	155.1	152.0	134.5
Income from continuing operations	362.8	354.3	261.7
Income from discontinued operations, net of income taxes (Note 3)	0.5	8.4	42.2
Net income	363.3	362.7	303.9
Less: net income attributable to noncontrolling interests	(1.5)	(1.4)	(1.1)
Net income attributable to FMC Technologies, Inc.	$ 361.8	$ 361.3	$ 302.8
Basic earnings per share attributable to FMC Technologies, Inc. (Note 2):			
Income from continuing operations	$ 2.91	$ 2.76	$ 1.98
Income from discontinued operations	-	0.07	0.33
Basic earnings per share	$ 2.91	$ 2.83	$ 2.31
Diluted earnings per share attributable to FMC Technologies, Inc. (Note 2):			
Income from continuing operations	$ 2.87	$ 2.72	$ 1.95
Income from discontinued operations	0.01	0.06	0.31
Diluted earnings per share	$ 2.88	$ 2.78	$ 2.26
Weighted average shares outstanding (Note 2):			
Basic	124.3	127.8	131.3
Diluted	125.7	129.7	133.8
Net income attributable to FMC Technologies, Inc.:			
Income from continuing operations	$ 361.3	$ 352.9	$ 260.6
Income from discontinued operations, net of income taxes	0.5	8.4	42.2
Net income attributable to FMC Technologies, Inc.	$ 361.8	$ 361.3	$ 302.8

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)	December 31, 2009	December 31, 2008
Assets		
Current assets:		
Cash and cash equivalents	$ 460.7	$ 340.1
Trade receivables, net of allowances of $8.0 in 2009 and $9.4 in 2008	879.2	996.1
Inventories, net (Note 5)	591.8	559.3
Derivative financial instruments (Note 14)	108.0	354.6
Prepaid expenses	20.5	24.2
Other current assets	165.4	151.2
Income taxes benefit	—	12.8
Total current assets	2,225.6	2,438.3
Investments	141.8	151.2
Property, plant and equipment, net (Note 6)	581.9	494.9
Goodwill (Note 7)	272.7	128.7
Intangible assets, net (Note 7)	154.6	70.2
Deferred income taxes (Note 10)	69.8	123.4
Derivative financial instruments (Note 14)	28.5	142.4
Other assets	34.6	31.8
Total assets	$ 3,509.5	$ 3,580.9
Liabilities and equity		
Current liabilities:		
Short-term debt and current portion of long-term debt (Note 9)	$ 28.5	$ 23.0
Accounts payable, trade	343.9	439.8
Advance payments and progress billings	670.4	770.3
Accrued payroll	139.8	102.4
Derivative financial instruments (Note 14)	111.5	444.4
Income taxes payable	49.7	—
Current portion of accrued pension and other postretirement benefits (Note 11)	2.0	20.8
Deferred income taxes (Note 10)	59.3	0.1
Other current liabilities	272.3	159.0
Liabilities of discontinued operations (Note 3)	1.1	3.5
Total current liabilities	1,678.5	1,963.3
Long-term debt, less current portion (Note 9)	391.6	472.0
Accrued pension and other postretirement benefits, less current portion (Note 11)	140.0	182.1
Other liabilities	158.0	89.0
Derivative financial instruments (Note 14)	29.6	175.8
Commitments and contingent liabilities (Note 18)		
Stockholders' equity (Note 13):		
Preferred stock, $0.01 par value, 12.0 shares authorized; no shares issued in 2009 or 2008	—	—
Common stock, $0.01 par value, 300.0 and 195.0 shares authorized in 2009 and 2008, respectively; 143.2 shares issued in 2009 and 2008; 121.8 and 124.9 shares outstanding in 2009 and 2008, respectively	1.4	1.4
Common stock held in employee benefit trust, at cost; 0.1 and 0.1 shares in 2009 and 2008, respectively	(5.7)	(6.3)
Common stock held in treasury, at cost, 21.2 and 18.1 shares in 2009 and 2008, respectively	(816.1)	(706.0)
Capital in excess of par value of common stock	710.1	728.7
Retained earnings	1,438.9	1,081.0
Accumulated other comprehensive loss	(225.8)	(408.4)
Total FMC Technologies, Inc. stockholders' equity	1,102.8	690.4
Noncontrolling interests	9.0	8.3
Total equity	1,111.8	698.7
Total liabilities and equity	$ 3,509.5	$ 3,580.9

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

FMC TECHNOLOGIES, INC. AND CONSOLIDATED SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)	Year Ended December 31, 2009	2008	2007
Cash provided (required) by operating activities of continuing operations:			
Net income attributable to FMC Technologies, Inc.	$ 361.8	$ 361.3	$ 302.8
Income from discontinued operations, net of income taxes	(0.5)	(8.4)	(42.2)
Income from continuing operations	361.3	352.9	260.6
Adjustments to reconcile income to cash provided (required) by operating activities of continuing operations:			
Depreciation	78.3	57.7	46.9
Amortization	14.7	14.9	14.9
Net gain (loss) on disposal of assets	(0.2)	0.1	(2.0)
Employee benefit plan costs	78.9	57.0	56.5
Deferred income tax provision	3.9	63.4	5.5
Unrealized loss (gain) on derivative instruments	15.0	8.8	(30.9)
Other	3.8	7.6	6.1
Changes in operating assets and liabilities, net of effects of acquisitions:			
Trade receivables, net	211.3	(322.7)	21.9
Inventories, net	7.5	(77.1)	(25.6)
Accounts payable, trade	(142.8)	140.9	31.5
Advance payments and progress billings	(182.4)	207.6	268.0
Other assets and liabilities, net	142.1	(101.8)	(83.5)
Income taxes payable	71.5	(48.2)	19.5
Accrued pension and other postretirement benefits, net	(66.3)	(99.4)	(46.6)
Cash provided by operating activities of continuing operations	596.6	261.7	542.8
Cash provided (required) by discontinued operations—operating	(2.1)	(11.1)	41.1
Cash provided by operating activities	594.5	250.6	583.9
Cash provided (required) by investing activities:			
Capital expenditures	(110.0)	(165.0)	(179.6)
Acquisitions, net of cash and cash equivalents acquired	(152.6)	—	(64.4)
Noncontrolling equity investments	(10.0)	(121.3)	—
Proceeds from disposal of assets	18.9	3.4	63.0
Cash required by investing activities of continuing operations	(253.7)	(282.9)	(181.0)
Cash required by discontinued operations—investing	—	(4.7)	(12.1)
Cash required by investing activities	(253.7)	(287.6)	(193.1)
Cash provided (required) by financing activities:			
Net increase in short-term debt and current portion of long-term debt	4.0	14.5	0.8
Net increase (decrease) in commercial paper	226.6	(51.0)	103.0
Net increase (decrease) in long-term debt	(310.8)	405.9	(202.2)
Proceeds from exercise of stock options	3.1	4.8	19.2
Purchase of treasury stock	(155.7)	(324.0)	(287.4)
Excess tax benefits	2.0	24.0	20.6
Proceeds on spin-off of JBT Corporation and affiliates	—	196.2	—
Other	(6.8)	(17.7)	(9.6)
Cash provided (required) by financing activities	(237.6)	252.7	(355.6)
Effect of exchange rate changes on cash and cash equivalents	17.4	(5.1)	14.8
Increase in cash and cash equivalents	120.6	210.6	50.0
Cash and cash equivalents, beginning of year	340.1	129.5	79.5
Cash and cash equivalents, end of year	$ 460.7	$ 340.1	$ 129.5
Supplemental disclosures of cash flow information:			
Cash paid for interest (net of interest capitalized)	$ 10.4	$ 9.4	$ 17.5
Cash paid for income taxes (net of refunds received)	$ 71.4	$ 132.3	$ 93.5

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

FMC TECHNOLOGIES, INC. AND CONSOLIDATED SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(In millions)	Common Stock	Common stock held in treasury and employee benefit trust	Capital in excess of par value of common stock	Retained earnings	Accumulated other comprehensive income (loss)	Total FMC Technologies Stockholders' Equity	Non-controlling Interest	Total Stockholders' Equity
Balance at December 31, 2006	$ 0.7	$ (200.4)	$ 728.4	$ 469.5	$ (112.2)	$ 886.0	$ 8.3	$ 894.3
Net income	—	—	—	302.8	—	302.8	1.1	303.9
Foreign currency translation adjustment	—	—	—	—	53.7	53.7	—	53.7
Net deferral of hedging gains (net of income taxes of $9.6) (Note 14)	—	—	—	—	13.3	13.3	—	13.3
Change in pension and other postretirement benefit losses (net of income taxes of $0.8) (Note 11)	—	—	—	—	(2.0)	(2.0)	—	(2.0)
Total comprehensive income	—	—	—	302.8	65.0	367.8	1.1	368.9
Issuance of common stock	—	—	19.2	—	—	19.2	—	19.2
Excess tax benefits on stock-based payment arrangements	—	—	20.6	—	—	20.6	—	20.6
Taxes withheld on issuance of stock-based awards	—	—	(8.7)	—	—	(8.7)	—	(8.7)
Purchases of treasury stock (Note 13)	—	(287.4)	—	—	—	(287.4)	—	(287.4)
Reissuances of treasury stock (Note 13)	—	60.6	(60.6)	—	—	—	—	—
Net purchases of common stock for employee benefit trust	—	(0.9)	—	—	—	(0.9)	—	(0.9)
Stock-based compensation (Note 12)	—	—	25.5	—	—	25.5	—	25.5
Stock split	0.7	—	(0.7)	—	—	—	—	—
Other	—	—	0.3	(0.7)	—	(0.4)	(1.8)	(2.2)
Balance at December 31, 2007	$ 1.4	$ (428.1)	$ 724.0	$ 771.6	$ (47.2)	$ 1,021.7	$ 7.6	$ 1,029.3
Net income	—	—	—	361.3	—	361.3	1.4	362.7
Foreign currency translation adjustment	—	—	—	—	(139.1)	(139.1)	—	(139.1)
Net deferral of hedging gains (net of income taxes of $64.8) (Note 14)	—	—	—	—	(110.2)	(110.2)	—	(110.2)
Change in pension and other postretirement benefit losses (net of income taxes of $77.7) (Note 11)	—	—	—	—	(137.9)	(137.9)	—	(137.9)
Changes in investments (net of income taxes of $0.8)	—	—	—	—	(1.9)	(1.9)	—	(1.9)
Total comprehensive income	—	—	—	361.3	(389.1)	(27.8)	1.4	(26.4)
Issuance of common stock	—	—	4.8	—	—	4.8	—	4.8
Excess tax benefits on stock-based payment arrangements	—	—	24.0	—	—	24.0	—	24.0
Taxes withheld on issuance of stock-based awards	—	—	(17.5)	—	—	(17.5)	—	(17.5)
Purchases of treasury stock (Note 13)	—	(324.0)	—	—	—	(324.0)	—	(324.0)
Reissuances of treasury stock (Note 13)	—	40.7	(40.7)	—	—	—	—	—
Net purchases of common stock for employee benefit trust	—	(1.5)	3.2	—	—	1.7	—	1.7
Stock-based compensation (Note 12)	—	—	30.2	—	—	30.2	—	30.2
Spin-off of JBT	—	0.6	0.7	(52.2)	27.9	(23.0)	—	(23.0)
Other	—	—	—	0.3	—	0.3	(0.7)	(0.4)
Balance at December 31, 2008	$ 1.4	$ (712.3)	$ 728.7	$ 1,081.0	$ (408.4)	$ 690.4	$ 8.3	$ 698.7

(In millions)	Common stock	Common stock held in treasury and employee benefit trust	Capital in excess of par value of common stock	Retained earnings	Accumulated other comprehensive income (loss)	Total FMC Technologies Stockholders' Equity	Non-controlling Interest	Total Stockholders' Equity
Balance at December 31, 2008	$ 1.4	$ (712.3)	$ 728.7	$ 1,081.0	$ (408.4)	$ 690.4	$ 8.3	$ 698.7
Net income	—	—	—	361.8	—	361.8	1.5	363.3
Foreign currency translation adjustment	—	—	—	—	77.2	77.2	—	77.2
Net deferral of hedging gains (net of income taxes of $41.1) (Note 14)	—	—	—	—	71.9	71.9	—	71.9
Change in pension and other postretirement benefit losses (net of income taxes of $16.0) (Note 11)	—	—	—	—	31.6	31.6	—	31.6
Changes in investments (net of income taxes of $0.8)	—	—	—	—	1.9	1.9	—	1.9
Total comprehensive income	—	—	—	361.8	182.6	544.4	1.5	545.9
Issuance of common stock	—	—	3.1	—	—	3.1	—	3.1
Excess tax benefits on stock-based payment arrangements	—	—	2.0	—	—	2.0	—	2.0
Taxes withheld on issuance of stock-based awards	—	—	(7.3)	—	—	(7.3)	—	(7.3)
Purchases of treasury stock (Note 13)	—	(155.7)	—	—	—	(155.7)	—	(155.7)
Reissuances of treasury stock (Note 13)	—	45.6	(45.6)	—	—	—	—	—
Net purchases of common stock for employee benefit trust	—	0.6	0.2	—	—	0.8	—	0.8
Stock-based compensation (Note 12)	—	—	29.2	—	—	29.2	—	29.2
Spin-off of JBT	—	—	—	(3.5)	—	(3.5)	—	(3.5)
Other	—	—	(0.2)	(0.4)	—	(0.6)	(0.8)	(1.4)
Balance at December 31, 2009	$ 1.4	$ (821.8)	$ 710.1	$ 1,438.9	$ (225.8)	$ 1,102.8	$ 9.0	$ 1,111.8

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

FMC TECHNOLOGIES, INC. AND CONSOLIDATED SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation—FMC Technologies, Inc. and consolidated subsidiaries ("FMC Technologies" or "we") designs, manufactures and services sophisticated machinery and systems for our customers through our business segments: Energy Production Systems and Energy Processing Systems. Our consolidated financial statements have been prepared in United States dollars and in accordance with United States generally accepted accounting principles ("GAAP"). We have evaluated subsequent events through March 1, 2010, the date these financial statements were issued.

In October 2007, we announced the intention to spin-off 100% of our FoodTech and Airport Systems businesses which are now known as John Bean Technologies Corporation ("JBT"). On July 12, 2008, our Board of Directors approved the spin-off of the businesses to our shareholders. The spin-off was accomplished on July 31, 2008, through a tax-free dividend of all outstanding shares of JBT, which is now an independent public company traded on the New York Stock Exchange (symbol JBT). The results of JBT have been reported as discontinued operations for all periods presented.

Use of estimates—The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. We base our estimates on historical experience and on other assumptions that we believe to be relevant under the circumstances. In particular, judgment is used in areas such as revenue recognition using the percentage of completion method of accounting, making estimates associated with the valuation of inventory and income tax assets, and accounting for retirement benefits and contingencies.

Principles of consolidation—The consolidated financial statements include the accounts of FMC Technologies and its majority-owned subsidiaries and affiliates. Intercompany accounts and transactions are eliminated in consolidation. Investments in the common stock of affiliated companies in which our ownership is between 20% and 50% and in which we exercise significant influence over operating and financial policies, but do not have effective control, are accounted for using the equity method of accounting.

Correction of an immaterial error—We have corrected an immaterial error in the accompanying consolidated balance sheet at December 31, 2008, related to tax items associated with the spin-off of JBT that duplicated certain amounts provided for in the loss on distribution of JBT. The correction decreased equity by $6.2 million, with an offsetting decrease of $5.4 million in other current assets and an increase in liabilities of discontinued operations of $0.8 million. The correction of error is not material to our previously reported consolidated balance sheet.

Revenue recognition—Revenue from equipment sales is recognized either upon transfer of title to the customer (which is upon shipment or when customer-specific acceptance requirements are met) or under the percentage of completion method. Service revenue is recognized as the service is provided. We record our sales net of any value added, sales or use tax.

The percentage of completion method of accounting is used for construction-type manufacturing and assembly projects that involve significant design and engineering efforts in order to satisfy detailed customer-supplied specifications. Under the percentage of completion method, revenue is recognized as work progresses on each contract. We primarily apply the ratio of costs incurred to date to total estimated contract costs at completion to measure this ratio. If it is not possible to form a reliable estimate of progress toward completion, no revenues or costs are recognized until the project is complete or substantially complete. Any expected losses on construction-type contracts in progress are charged to earnings, in total, in the period the losses are identified.

Modifications to construction-type contracts, referred to as "change orders," effectively change the provisions of the original contract, and may, for example, alter the specifications or design, method or manner of performance, equipment, materials, sites, and/or period for completion of the work. If a change order represents a firm price commitment from a customer, we account for the revised estimate as if it had been included in the original estimate, effectively recognizing the pro rata impact of the new estimate on our calculation of progress toward completion in the period in which the firm commitment is received. If a change order is unpriced: (1) we include the costs of contract performance in our calculation of progress toward completion in the period in which the costs are incurred or become probable; and (2) when it is determined that the revenue is probable of recovery, we include the change order revenue, limited to the costs incurred to date related to the change order, in our calculation of progress toward completion. Margin is not recorded on unpriced change orders unless realization is assured beyond a reasonable doubt. The assessment of realization may be based upon our previous experience with the customer or based upon our receipt of a firm price commitment from the customer.

Progress billings generally are issued contingent on completion of certain phases of the work as stipulated in the contract. Revenue in excess of progress billings on contracts accounted for under the percentage of completion method amounted to $236.2 million and $150.6 million at December 31, 2009 and 2008, respectively. These unbilled receivables are reported in trade receivables on the consolidated balance sheets. Progress billings and cash collections in excess of revenue recognized on a contract are classified as advance payments and progress billings within current liabilities on the consolidated balance sheets.

Fair Value—We record our financial assets and financial liabilities at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The fair value framework requires the categorization of assets and liabilities into three levels based upon the assumptions (inputs) used to price the assets or liabilities. Level 1 provides the most reliable measure of fair value, whereas Level 3 generally requires significant management judgment. The three levels are defined as follows:

- *Level 1*: Unadjusted quoted prices in active markets for identical assets and liabilities.
- *Level 2*: Observable inputs other than those included in Level 1. For example, quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.
- *Level 3*: Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

Cash equivalents—We consider investments in all highly-liquid debt instruments with original maturities of three months or less to be cash equivalents.

Trade receivables—We provide an allowance for doubtful accounts on trade receivables equal to the estimated uncollectible amounts. This estimate is based on historical collection experience and a specific review of each customer's trade receivable balance.

Inventories—Inventories are stated at the lower of cost or net realizable value. Inventory costs include those costs directly attributable to products, including all manufacturing overhead but excluding costs to distribute. Cost is determined on the last-in, first-out ("LIFO") basis for all significant domestic inventories, except certain inventories relating to construction-type contracts, which are stated at the actual production cost incurred to date, reduced by the portion of these costs identified with revenue recognized. The first-in, first-out ("FIFO") method is used to determine the cost for all other inventories.

Impairment of long-lived and intangible assets—Long-lived assets, including property, plant and equipment, identifiable intangible assets being amortized and capitalized software costs are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. The carrying amount of a long-lived asset is not recoverable if it exceeds the sum of the

undiscounted cash flows expected to result from the use and eventual disposition of the asset. If it is determined that an impairment loss has occurred, the loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

Long-lived assets held for sale are reported at the lower of carrying value or fair value less cost to sell.

Investments—Investments in the common stock of affiliated companies in which our ownership is between 20% and 50% and in which we exercise significant influence over operating and financial policies, but do not have effective control, are accounted for using the equity method of accounting. In December 2008, we acquired a 45% interest in Schilling Robotics, LLC ("Schilling") for a total purchase price of $116.0 million, less certain transaction expenses. The Securities Purchase Agreement between FMC Technologies and Schilling provided that FMC Technologies directly withhold $10.0 million of the sale proceeds, pending the satisfactory completion of the audit of Schilling's 2008 financial statements. The audit was completed in 2009 and the additional cash consideration was paid to Schilling. We account for the investment using the equity method. The carrying value of the investment at December 31, 2009 and 2008, was $116.6 million and $116.1 million, respectively, and is reported in the Energy Production segment.

We determine the appropriate classification of investments in marketable equity securities at the time of purchase and re-evaluate such designation as of each subsequent reporting date. Securities classified as available-for-sale are carried at fair value with unrealized holding gains and losses on these securities recognized in accumulated other comprehensive income (loss), net of related income tax. We had no available-for-sale securities at December 31, 2009.

Securities classified as trading securities are carried at fair value with gains and losses on these securities recognized through other income (expense), net. Trading securities are comprised primarily of marketable equity mutual funds that approximate a portion of our liability under our Non-Qualified Savings and Investment Plan. Trading securities totaled approximately $25.2 million and $21.8 million at December 31, 2009 and 2008, respectively.

Investments are reviewed regularly to evaluate whether they have experienced an other than temporary decline in fair value. If we believe that an other than temporary decline exists, the investment is written down to the fair market value with a charge to earnings.

Property, plant, and equipment—Property, plant, and equipment is recorded at cost. Depreciation for financial reporting purposes is provided principally on the straight-line basis over the estimated useful lives of the assets (land improvements—20 to 35 years, buildings—20 to 50 years; and machinery and equipment—3 to 20 years). Gains and losses are reflected in income upon the sale or retirement of assets. Expenditures that extend the useful lives of property, plant and equipment are capitalized and depreciated over the estimated new remaining life of the asset.

Capitalized software costs—Other assets include the capitalized cost of internal use software (including Internet websites). The assets are stated at cost less accumulated amortization and totaled $29.1 million and $25.3 million at December 31, 2009 and 2008, respectively. These software costs include significant purchases of software and internal and external costs incurred during the application development stage of software projects. These costs are amortized on a straight-line basis over the estimated useful lives of the assets. For internal use software, the useful lives range from three to ten years. For Internet website costs, the estimated useful lives do not exceed three years.

Goodwill and other intangible assets—Goodwill is not subject to amortization but is tested for impairment on an annual basis (or more frequently if impairment indicators arise). We have established October 31 as the date of our annual test for impairment of goodwill. Impairment losses are calculated at the reporting unit level, and represent the excess of the carrying value of reporting unit goodwill over its implied fair value. The implied fair

value of goodwill is determined by a two-step process. The first compares the fair value of the reporting unit (measured as the present value of expected future cash flows) to its carrying amount. If the fair value of the reporting unit is less than its carrying amount, a second step is performed. In this step, the fair value of the reporting unit is allocated to its assets and liabilities to determine the implied fair value of goodwill, which is used to measure the impairment loss. We have not recognized any impairment for the years ended December 31, 2009 or 2008, as the fair values of our reporting units with goodwill balances exceed our carrying amounts. In addition, there were no negative conditions, or triggering events, that occurred in 2009 or 2008 requiring us to perform additional impairment reviews.

Our acquired intangible assets are being amortized on a straight-line basis over their estimated useful lives, which generally range from 7 to 40 years. None of our acquired intangible assets have indefinite lives.

Income taxes—Current income taxes are provided on income reported for financial statement purposes, adjusted for transactions that do not enter into the computation of income taxes payable in the same year. Deferred tax assets and liabilities are measured using enacted tax rates for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. A valuation allowance is established whenever management believes that it is more likely than not that deferred tax assets may not be realizable.

U.S. income taxes are not provided on our equity in undistributed earnings of foreign subsidiaries or affiliates to the extent we have determined that the earnings are indefinitely reinvested. U.S. income taxes are provided on such earnings in the period in which we determine that the earnings are not indefinitely reinvested.

Stock-based employee compensation—We measure compensation cost on restricted stock awards based on the market price at the grant date and the number of shares awarded. The compensation cost for each award is recognized ratably over the applicable service period, after taking into account estimated forfeitures.

Common stock held in employee benefit trust—Shares of our common stock are purchased by the plan administrator of the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan and placed in a trust owned by us. Purchased shares are recorded at cost and classified as a reduction of stockholders' equity in the consolidated balance sheets.

Earnings per common share ("EPS")—Basic EPS is computed using the weighted-average number of common shares outstanding. Diluted EPS gives effect to the potential dilution of earnings which could have occurred if additional shares were issued for stock option exercises and restricted stock under the treasury stock method. The treasury stock method assumes that proceeds that would be obtained upon exercise of common stock options and issuance of restricted stock are used to buy back outstanding common stock at the average market price during the period.

Foreign currency—Financial statements of operations for which the U.S. dollar is not the functional currency, and are located in non-highly inflationary countries, are translated into U.S. dollars prior to consolidation. Assets and liabilities are translated at the exchange rate in effect at the balance sheet date, while income statement accounts are translated at the average exchange rate for each period. For these operations, translation gains and losses are recorded as a component of accumulated other comprehensive income (loss) in stockholders' equity until the foreign entity is sold or liquidated. For operations in highly inflationary countries and where the local currency is not the functional currency, inventories, property, plant and equipment, and other non-current assets are converted to U.S. dollars at historical exchange rates, and all gains or losses from conversion are included in net income. Foreign currency effects on cash, cash equivalents, and debt in hyperinflationary economies are included in interest income or expense.

Derivative financial instruments—Derivatives are recognized in the consolidated balance sheets at fair value, with classification as current or non-current based upon the maturity of the derivative instrument. Changes in the

fair value of derivative instruments are recorded in current earnings or deferred in accumulated other comprehensive income (loss), depending on the type of hedging transaction and whether a derivative is designated as, and is effective as, a hedge.

Hedge accounting is only applied when the derivative is deemed to be highly effective at offsetting changes in anticipated cash flows of the hedged item or transaction. Changes in fair value of derivatives that are designated as cash flow hedges are deferred in accumulated other comprehensive income (loss) until the underlying transactions are recognized in earnings. At such time, related deferred hedging gains or losses are also recorded in operating earnings on the same line as the hedged item. Effectiveness is assessed at the inception of the hedge and on a quarterly basis. Effectiveness of forward contract cash flow hedges are assessed based solely on changes in fair value attributable to the change in the spot rate. The change in the fair value of the contract related to the change in forward rates is excluded from the assessment of hedge effectiveness. Changes in this excluded component of the derivative instrument, along with any ineffectiveness identified, are recorded in operating earnings as incurred. We document our risk management strategy and hedge effectiveness at the inception of and during the term of each hedge.

We also use forward contracts to hedge foreign currency assets and liabilities, for which we do not apply hedge accounting. The changes in fair value of these contracts are recognized in other income (expense), net, as they occur and offset gains or losses on the remeasurement of the related asset or liability.

Cash flows from derivative contracts are reported in the consolidated statements of cash flows in the same categories as the cash flows from the underlying transactions.

Accounting standards recently adopted—Effective July 1, 2009, we adopted the provisions of a new accounting standard issued by the Financial Accounting Standards Board ("FASB") that established the Accounting Standards Codification ("Codification"). The codification is now the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP for SEC registrants. All guidance contained in the Codification carries an equal level of authority. The Codification supersedes all existing non-SEC accounting and reporting standards.

Effective June 30, 2009, we adopted the provisions of a new accounting standard issued by the FASB which establishes general standards of accounting for and disclosures of events that occur after the balance sheet date but before the financial statements are issued or are available to be issued. It requires the disclosure of the date through which an entity has evaluated subsequent events.

Effective January 1, 2009, we adopted a new accounting standard issued by the FASB that relates to the presentation and accounting for noncontrolling interests. In accordance with the new guidance, noncontrolling interests (previously shown as minority interest) are reported below net income under the heading "Net income attributable to noncontrolling interests" in the consolidated statements of income and shown as a component of equity in the consolidated balance sheets.

Effective January 1, 2009, we adopted a new accounting standard issued by the FASB that requires enhanced disclosures regarding derivative instruments and hedging activities, enabling a better understanding of their effects on an entity's financial position, financial performance and cash flows. See Note 6 for additional disclosures included in accordance with the standard.

Effective January 1, 2009, we adopted an update to existing accounting standards issued by the FASB for business combinations occurring on or after January 1, 2009, which revises the accounting and disclosure requirements for acquisition transactions. The standard differs from the previous standard in that it requires professional fees and other transaction-related costs to be expensed as incurred instead of capitalizing these costs as purchase price consideration. Additionally, the fair value for contingent assets, liabilities and transaction-related consideration must be estimated as of the purchase date, with future changes in the underlying estimates

recognized in the consolidated statement of income. Finally, the standard requires any adjustments to deferred tax asset valuation allowances and income tax uncertainties associated with acquisitions to be reflected as income tax expense rather than an adjustment to goodwill.

Effective January 1, 2008, we adopted the provisions of the fair value measurement standard issued by the FASB with respect to recurring financial assets and liabilities. We adopted the provisions of the fair value measurement standard as they relate to nonrecurring fair value measurement requirements for nonfinancial assets and liabilities on January 1, 2009. The standard defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements. Our adoption of the standard had no impact on our consolidated financial results. See Note 13 for additional disclosures included in accordance with the standard.

NOTE 2. EARNINGS PER SHARE

Basic earnings per share ("EPS") is computed using the weighted average number of common shares outstanding during the period. Diluted EPS gives effect to the potential dilution of earnings that could have occurred if additional shares were issued for stock options and restricted stock awards under the treasury stock method. There were no outstanding stock-based awards excluded from the computation of diluted EPS for the years ended December 31, 2009, 2008 and 2007.

	Year Ended December 31,		
(In millions, except per share data)	**2009**	**2008**	**2007**
Basic earnings per share attributable to FMC Technologies:			
Income from continuing operations	$ 361.3	$ 352.9	$ 260.6
Weighted average number of shares outstanding	124.3	127.8	131.3
Basic earnings per share from continuing operations	$ 2.91	$ 2.76	$ 1.98
Diluted earnings per share attributable to FMC Technologies:			
Income from continuing operations	$ 361.3	$ 352.9	$ 260.6
Weighted average number of shares outstanding	124.3	127.8	131.3
Effect of dilutive securities:			
Options on common stock	0.3	0.5	1.0
Restricted stock	1.1	1.4	1.5
Total shares and dilutive securities	125.7	129.7	133.8
Diluted earnings per share from continuing operations	$ 2.87	$ 2.72	$ 1.95

NOTE 3. DISCONTINUED OPERATIONS

We report businesses or asset groups as discontinued operations when we commit to a plan to divest the business or asset group and the sale of the business or asset group is deemed probable within the next 12 months.

In October 2007, we announced the intention to spin-off 100% of our FoodTech and Airport Systems businesses which are now known as JBT. On July 12, 2008, our Board of Directors approved the spin-off of the businesses to our shareholders. The spin-off was accomplished on July 31, 2008, through a tax-free dividend to our shareholders of 0.216 shares of JBT common stock for every share of our stock outstanding as of the close of business on July 22, 2008. We did not retain any shares of JBT common stock. JBT is now an independent public company traded on the New York Stock Exchange (symbol JBT).

Prior to the spin-off, we received necessary regulatory approvals, including a private letter ruling from the Internal Revenue Service ("IRS") regarding the tax-free status of the transaction for U.S. federal income tax purposes and a declaration of effectiveness from the SEC for JBT's registration statement on Form 10. The

distribution resulted in a net decrease in our stockholders' equity of $16.9 million which primarily represents a $46.1 million decrease in retained earnings partially offset by a $27.9 million decrease in accumulated other comprehensive loss. In connection with this transaction, JBT distributed $196.2 million to us which was used to repurchase stock and reduce our outstanding debt, pursuant to certain terms of the IRS private letter ruling.

At the time of the spin-off of JBT, all outstanding stock options to purchase our common stock and all restricted stock shares awarded in 2007 and held by employees of JBT were cancelled. Restricted stock shares awarded prior to 2007 and held by employees of JBT were maintained by us and vested in 2009. At the completion of the spin-off of JBT, outstanding stock options to purchase our common stock and outstanding restricted stock units held by our directors and employees who remained with us were adjusted to preserve the intrinsic value of the shares held prior to the spin-off.

During 2007, we sold two units from our FoodTech segment, one of which generated an after-tax gain of $3.1 million. During 2008, we sold certain tangible assets related to our FoodTech segment which generated an after-tax gain of $0.5 million.

The results of the businesses, including the gains on disposition, have been reported as discontinued operations for all periods presented.

Liabilities of businesses reported as discontinued operations included in the accompanying consolidated balance sheets represent other liabilities of $1.1 million and $3.5 million at December 31, 2009 and 2008, respectively.

The consolidated statements of income include the following in discontinued operations:

	Year Ended December 31,		
(In millions)	2009	2008	2007
Revenue	$ —	$ 612.5	$ 997.2
Income (loss) before income taxes	$ (0.3)	$ 35.3	$ 66.3
Income tax provision (benefit)	(0.8)	26.9	24.1
Income from discontinued operations	$ 0.5	$ 8.4	$ 42.2

NOTE 4. BUSINESS COMBINATIONS

Direct Drive Systems, Inc. ("DDS") and Multi Phase Meters AS ("MPM")—On October 30, 2009, we acquired all of the equity interests of California-based DDS, a leader in the development and manufacture of high-performance permanent magnet motors and bearings for the oil and gas industry, to leverage our experience as a systems integrator and technology leader and to further strengthen our capabilities in the subsea processing market. On October 20, 2009, we acquired 100 percent ownership of Norway-based MPM, a leader in the development and manufacture of high-performance multiphase flow meters, to further enhance and expand our portfolio of subsea technologies. The acquisitions have been recorded using the acquisition method of accounting and, accordingly, DDS and MPM have been included in the consolidated subsidiaries reported in the Energy Processing segment and Energy Production segment, respectively, since their acquisition dates.

The acquisition-date fair value of the consideration transferred totaled $213.7 million which consisted of the following:

(In millions)	DDS	MPM	Total
Cash	$ 120.4	$ 33.1	$ 153.5
Earn-out contingent consideration	—	56.1	56.1
Debt assumed	—	4.1	4.1
Total	$ 120.4	$ 93.3	$ 213.7

The contingent consideration arrangement requires us to pay additional consideration to MPM's former shareholders in 2013 and 2014, based on a multiple of 2012 and 2013 earnings before income taxes, depreciation and amortization ("EBITDA"), less net interest-bearing debt. We estimated the fair value of the contingent consideration using a discounted cash flow model. The key assumption in applying the income approach was a discount rate of 3.48% and 4.10% for 2012 and 2013, respectively, which reflects our debt credit rating. We have estimated that the total undiscounted payment required under the contingent consideration arrangement will approximate $64.6 million, with no set maximum payment. The fair value measurement is based on significant inputs not observable in the market and thus represents a Level 3 measurement as defined by the FASB. As of December 31, 2009, there were no changes in the range of outcomes for the contingent consideration.

The following table summarizes the fair values of the assets acquired and liabilities assumed at the acquisition date.

(In millions)	DDS	MPM	Total
Cash	$ 0.2	$ 0.7	$ 0.9
Accounts receivable	0.3	3.9	4.2
Inventory	0.1	4.1	4.2
Other current assets	0.1	0.9	1.0
Property, plant and equipment	2.8	2.1	4.9
Intangible assets (Note 7)	63.9	28.4	92.3
Other long-term assets	0.1	0.2	0.3
Total identifiable assets acquired	67.5	40.3	107.8
Current liabilities	(1.7)	(2.4)	(4.1)
Deferred tax liability	(12.4)	(6.0)	(18.4)
Total liabilities assumed	(14.1)	(8.4)	(22.5)
Net identifiable assets acquired	53.4	31.9	85.3
Goodwill (all non-deductible for tax purposes) (Note 7)	67.0	61.4	128.4
Net assets acquired	$ 120.4	$ 93.3	$ 213.7

The goodwill recognized is attributable primarily to expected synergies and the assembled workforce of DDS and MPM. As of December 31, 2009, there were no changes in the recognized amounts of goodwill resulting from the acquisitions of DDS and MPM.

The acquired intangibles include the following:

	DDS		MPM	
(In millions)	Fair Value	Wgtd. Avg. Amort. Period	Fair Value	Wgtd. Avg. Amort. Period
Technology/patents	$ 62.3	20	$ 22.8	15
Trademarks/trade name	1.6	10	1.9	8
Customer relationships	—	—	2.8	10
Non-compete agreements	—	—	0.7	5
Backlog	—	—	0.2	1
Total costs and expenses	$ 63.9	19.7	$ 28.4	13.7

We recognized $0.7 million and $0.2 million of acquisition-related costs that were expensed in 2009 for DDS and MPM, respectively. These costs were recognized as selling, general and administrative expense in the consolidated statement of income.

The amounts of revenues and earnings of DDS and MPM included in our consolidated statement of income are not material. Pro forma schedules have not been included as the impact on the periods presented is not material.

CDS Engineering BV ("CDS")—In August 2003, we acquired 55% of CDS and retained a commitment to purchase the remaining 45% in 2009 from the original CDS owners. In the first quarter of 2007, CDS issued 18,000 shares to the minority interest shareholder of a CDS subsidiary in exchange for all of the minority interest outstanding of that subsidiary. This transaction resulted in the minority shareholder obtaining a 9% interest in CDS and diluted the original CDS owners' and our interest to 40.95% and 50.05%, respectively. In the second quarter of 2007, we amended the 2003 Sales and Purchase Agreement with the original CDS owners to allow for the purchase of their 40.95% interest immediately for cash of $40.0 million plus a payment in 2009 consisting of a fixed amount of 11.2 million Euros and a variable component based on CDS earnings. During the fourth quarter of 2007, we settled both the fixed and variable commitments with a payment of 13.5 million Euros. We recorded $35.6 million in intangible assets, $27.6 million in goodwill and $4.3 million in deferred tax liabilities. These transactions accelerated our planned buyout of the minority shareholders and allowed us to record 100% of CDS earnings beginning April 2, 2007. CDS has been a consolidated subsidiary reported in the Energy Production Systems segment since our initial investment in 2003.

NOTE 5. INVENTORIES

Inventories consisted of the following:

	December 31,	
(In millions)	**2009**	**2008**
Raw materials	$ 105.9	$ 124.8
Work in process	111.3	84.7
Finished goods	511.6	472.2
Gross inventories before LIFO reserves and valuation adjustments	728.8	681.7
LIFO reserves and valuation adjustments	(137.0)	(122.4)
Inventory, net	$ 591.8	$ 559.3

Net inventories accounted for under the LIFO method totaled $147.0 million and $154.3 million at December 31, 2009 and 2008, respectively. The current replacement costs of LIFO inventories exceeded their recorded values by $80.9 million and $78.7 million at December 31, 2009 and 2008, respectively. In 2009, we reduced certain LIFO inventories which were carried at costs lower than current replacement costs. The result was a decrease in cost of sales by approximately $0.2 million in 2009. There were no reductions to the base LIFO inventory in 2008 or 2007.

NOTE 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following:

	December 31,	
(In millions)	**2009**	**2008**
Land and land improvements	$ 22.3	$ 19.7
Buildings	179.0	150.7
Machinery and equipment	768.3	551.0
Construction in process	37.5	105.7
	1,007.1	827.1
Accumulated depreciation	(425.2)	(332.2)
Property, plant and equipment, net	$ 581.9	$ 494.9

Depreciation expense was $78.3 million, $57.7 million, and $46.9 million in 2009, 2008 and 2007, respectively.

The amount of interest cost capitalized was $0.6 million, $3.8 million and $5.0 million in 2009, 2008 and 2007, respectively.

NOTE 7. GOODWILL AND INTANGIBLE ASSETS

Goodwill— The carrying amount of goodwill by business segment was as follows:

(In millions)	Energy Production Systems	Energy Processing Systems	Total
December 31, 2008	$ 114.7	$ 14.0	$ 128.7
Additions due to business combinations (1)	61.4	67.0	128.4
Translation	15.6	—	15.6
December 31, 2009	$ 191.7	$ 81.0	$ 272.7

(1) See additional disclosure related to business combinations in Note 4.

Intangible assets—The components of intangible assets were as follows:

	December 31,			
	2009		2008	
(In millions)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer lists	$ 37.1	$ 9.2	$ 34.3	$ 6.6
Patents and acquired technology	133.5	14.7	48.1	10.2
Trademarks	10.2	3.1	6.6	2.6
Other	2.8	2.0	2.0	1.4
Total intangible assets	$ 183.6	$ 29.0	$ 91.0	$ 20.8

Additions to our intangible assets during 2009 included $63.9 million and $28.4 million in assets associated with our acquisitions of DDS and MPM, respectively. There were no additions to our intangible assets during 2008. Refer to Note 4 for further disclosure related to business combinations.

All of our acquired identifiable intangible assets are subject to amortization and, where applicable, foreign currency translation adjustments. We recorded $7.8 million, $7.2 million and $6.5 million in amortization expense related to acquired intangible assets during the years ended December 31, 2009, 2008 and 2007, respectively. In the fourth quarter of 2007, management revised their estimate of the remaining lives of the intangible assets related to the acquisition of CDS. Therefore, we effected a change in estimate to reduce the remaining life for customer lists from 25 years to 15 years; for patents and acquired technology from 20 years to 15 years; and for trademarks from 20 years to 10 years. We accounted for this change in estimate in the fourth quarter of 2007 and the impact was not material. During the years 2010 through 2014, annual amortization expense is expected to be as follows: $12.3 million in 2010, $12.0 million in 2011, $11.8 million in 2012, $11.5 million in 2013, $11.4 million in 2014 and $95.6 million thereafter.

NOTE 8. SALE LEASEBACK TRANSACTION

In March 2007, we sold and leased back property in Houston, Texas consisting of land, corporate offices and production facilities primarily related to the Energy Production Systems segment. We received proceeds of $58.1 million in connection with the sale. The carrying value of the property sold was $20.3 million. We accounted for the transaction as a sale leaseback resulting in (i) first quarter 2007 recognition of $1.3 million of the $37.4 million gain on the transaction and (ii) the deferral of the remaining $36.1 million of the gain, which will be amortized to rent expense over a noncancellable ten-year lease term. The deferred gain is presented in other liabilities in the consolidated balance sheet. The lease expires in 2022 and provides for two 5-year optional extensions as well as the option to terminate the lease in 2017, subject to a $3.3 million fee. Annual rent of $4.2 million escalates 2% per year. The lease has been recorded as an operating lease.

NOTE 9. DEBT

Revolving credit facilities—We have a $600 million five-year revolving credit agreement which matures in December 2012 with JPMorgan Chase Bank, N.A., as Administrative Agent. Under the credit agreement interest accrues at a rate equal to, at our option; either (a) a base rate determined by reference to the higher of (1) the agent's prime rate and (2) the federal funds rate plus 1/2 of 1% or (b) an interest rate of 45 basis points above the London Interbank Offered Rate ("LIBOR"). The margin over LIBOR is variable and is determined based on our debt rating. Available capacity under the credit facility is reduced by outstanding letters of credit associated with the facility, which totaled $27.8 million as of December 31, 2009, and any outstanding commercial paper.

In January 2009, we entered into a $350 million 364-day revolving committed credit agreement maturing in January 2010 with Bank of America, N.A., as Administrative Agent. Under the credit agreement interest accrues at a rate equal to, at our option; either (a) a base rate determined by reference to the higher of (1) the agent's prime rate, (2) the federal funds rate plus 1/2 of 1% or (3) the London Interbank Offered Rate ("LIBOR") plus 1.00%; or (b) LIBOR plus 2.25%. The margin over LIBOR is variable and is determined based on our credit rating.

Unused capacity under the credit facilities at December 31, 2009 totaled $543.5 million.

Among other restrictions, the terms of the credit agreements include negative covenants related to liens and a financial covenant related to the debt-to-earnings ratio. We are in compliance with all restrictive covenants as of December 31, 2009.

Commercial paper—Under our commercial paper program, we have the ability to access $500.0 million of short-term financing through our commercial paper dealers subject to the limit of unused capacity of the $600 million five-year revolving credit facility. Commercial paper borrowings are issued at market interest rates.

Property financing—In September 2004, we entered into agreements for the sale and leaseback of an office building having a net book value of $8.5 million. Under the terms of the agreement, the building was sold for $9.7 million in net proceeds and leased back under a 10-year lease. We have subleased this property to a third party under a lease agreement that is being accounted for as an operating lease. We have accounted for the transaction as a financing transaction and are amortizing the related obligation using an effective annual interest rate of 5.37%.

Uncommitted credit—We have uncommitted credit lines at many of our international subsidiaries for immaterial amounts. We utilize these facilities to provide a more efficient daily source of liquidity. The effective interest rates depend upon the local national market.

Short-term debt and current portion of long-term debt—Short-term debt and current portion of long-term debt consisted of the following:

	December 31,	
(In millions)	2009	2008
Property financing	$ 0.4	$ 0.4
Foreign uncommitted credit facilities	28.1	19.1
Other	—	3.5
Total short-term debt and current portion of long-term debt	$ 28.5	$ 23.0

Long-term debt—Long-term debt consisted of the following:

(In millions)	December 31, 2009	2008
Revolving credit facilities	$ 100.0	$ 407.0
Commercial paper (1)	278.7	52.0
Property financing	8.1	8.5
Other	5.2	8.4
Total long-term debt	392.0	475.9
Less: current portion	(0.4)	(3.9)
Long-term debt, less current portion	$ 391.6	$ 472.0

(1) Committed credit available under our five-year revolving credit facility maturing in 2012 provides the ability to refinance our commercial paper obligations on a long-term basis. Since we have both the ability and intent to refinance these obligations on a long-term basis, our commercial paper borrowings were classified as long-term on the consolidated balance sheet at December 31, 2009. Commercial paper borrowings as of December 31, 2009 had an average interest rate of 0.38%.

Maturities of total long-term debt as of December 31, 2009, are payable as follows: $0.4 million in 2010, $5.6 million in 2011, $379.7 million in 2012 and $6.3 million thereafter.

Interest rate swaps—On March 23, 2009, we took out interest rate swaps related to interest payments on $100.0 million of our variable rate borrowings on our $600 million revolving credit facility. The effect of these interest rate swaps was to fix the effective annual interest rate of these variable rate borrowings at 2.08%. The swaps were accounted for as cash flow hedges.

NOTE 10. INCOME TAXES

Domestic and foreign components of income before income taxes are shown below:

(In millions)	Year Ended December 31, 2009	2008	2007
Domestic	$ 70.4	$ 63.4	$ 104.2
Foreign	446.0	441.5	290.9
Income before income taxes	$ 516.4	$ 504.9	$ 395.1

The provision for income taxes consisted of:

(In millions)	Year Ended December 31, 2009	2008	2007
Current:			
Federal	$ 39.3	$ 19.7	$ 46.5
State	1.9	0.8	3.9
Foreign	95.9	58.9	74.7
Total current	137.1	79.4	125.1
Non-Current	14.1	9.2	3.9
Deferred:			
(Decrease) increase in the valuation allowance for deferred tax assets	1.4	(0.5)	0.2
Other deferred tax expense	2.5	63.9	5.3
Total deferred	3.9	63.4	5.5
Provision for income taxes	$ 155.1	$ 152.0	$ 134.5

Significant components of our deferred tax assets and liabilities were as follows:

(In millions)	December 31, 2009	2008
Deferred tax assets attributable to:		
Accrued expenses	$ 64.1	$ 50.4
Foreign tax credit carryforwards	16.7	27.2
Accrued pension and other postretirement benefits	55.9	76.5
Stock-based compensation	25.1	26.6
Net operating loss carryforwards	19.2	11.0
Inventories	17.9	17.1
Foreign exchange	23.0	52.2
Other	0.3	3.4
Deferred tax assets	222.2	264.4
Valuation allowance	(3.4)	(2.0)
Deferred tax assets, net of valuation allowance	218.8	262.4
Deferred tax liabilities attributable to:		
Revenue in excess of billings on contracts accounted for under the percentage of completion method	118.1	87.7
Property, plant and equipment, goodwill and other assets	90.2	51.4
Deferred tax liabilities	208.3	139.1
Net deferred tax assets	$ 10.5	$ 123.3

At December 31, 2009 and 2008, the carrying amount of net deferred tax assets and the related valuation allowance included the impact of foreign currency translation adjustments. Included in our deferred tax assets at December 31, 2009 are U.S. foreign tax credit carryforwards of $16.7 million, which, if not utilized, will begin to expire after 2015. Realization of these deferred tax assets is dependent on the generation of sufficient U.S. taxable income prior to the above date. Based on long-term forecasts of operating results, management believes that it is more likely than not that domestic earnings over the forecast period will result in sufficient U.S. taxable income to fully realize these deferred tax assets. In its analysis, management has considered the effect of foreign deemed dividends and other expected adjustments to domestic earnings that are required in determining U.S. taxable income. Foreign earnings taxable to us as dividends, including deemed dividends for U.S. tax purposes, were $275.5 million, $134.3 million and $62.2 million, in 2009, 2008 and 2007, respectively. Also included in deferred tax assets are tax benefits related to net operating loss carryforwards attributable to foreign entities. If not utilized, these net operating loss carryforwards will begin to expire in 2010. Management believes it is more likely than not that we will not be able to utilize certain of these operating loss carryforwards before expiration; therefore, we have established a valuation allowance against the related deferred tax assets.

By country, current and non-current deferred income taxes included in our consolidated balance sheet at December 31, 2009, were as follows:

(In millions)	December 31, 2009 Current Asset (Liability)	Non-Current Asset (Liability)	Total
United States	$ 33.7	$ 74.2	$ 107.9
Norway	(106.7)	4.1	(102.6)
Brazil	13.9	(1.3)	12.6
Other foreign	(0.2)	(7.2)	(7.4)
Net deferred tax assets (liabilities)	$ (59.3)	$ 69.8	$ 10.5

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

(In millions)	Federal, State and Foreign Tax	Accrued Interest and Penalties	Gross Unrecognized Income Tax Benefits	Deferred Income Tax Benefits	Net
Balance at January 1, 2009	$ 28.0	$ 6.3	$ 34.3	$ (3.3)	$ 31.0
Additions for tax positions related to the current year	13.8	—	13.8	—	13.8
Additions for tax positions related to prior years	1.0	1.6	2.6	(0.4)	2.2
Reductions for tax positions due to settlements	(3.1)	(1.9)	(5.0)	0.4	(4.6)
Reductions due to a lapse of the statute of limitations	(0.3)	—	(0.3)	—	(0.3)
Other reductions for tax positions related to prior years	(1.7)	—	(1.7)	0.8	(0.9)
Balance at December 31, 2009	37.7	6.0	43.7	(2.5)	41.2
Less tax positions related to temporary differences	(0.4)	—	(0.4)	—	(0.4)
Tax positions that, if recognized, would impact the effective tax rate as of December 31, 2009	$ 37.3	$ 6.0	$ 43.3	$ (2.5)	$ 40.8

It is our policy to classify interest expense and penalties recognized on underpayments of income taxes as income tax expense. The gross amounts of interest expense and penalties included in unrecognized tax benefits as of January 1 and December 31, 2009 are reflected in the table above.

It is reasonably possible that within twelve months unrecognized tax benefits related to certain tax reporting positions taken in prior periods could decrease by up to $5.3 million, due to either the expiration of the statute of limitations in certain jurisdictions or the resolution of current income tax examinations, or both.

Tax years after 1998 remain subject to examination in Norway in addition to tax years after 2003 for Brazil and the United States.

The effective income tax rate was different from the statutory U.S. federal income tax rate due to the following:

	Year Ended December 31,		
	2009	2008	2007
Statutory U.S. federal income tax rate	35%	35%	35%
Net difference resulting from:			
Foreign earnings subject to different tax rates	(12)	(9)	(5)
Tax on foreign intercompany dividends and deemed dividends for tax purposes	4	3	1
Net change in unrecognized tax benefits	3	2	1
Other	—	(1)	2
Total difference	(5)	(5)	(1)
Effective income tax rate	30%	30%	34%

We have provided U.S. income taxes on $242.0 million of cumulative earnings of certain foreign subsidiaries where we have determined that the foreign subsidiaries' earnings are not indefinitely reinvested. No provision for U.S. income taxes has been recorded on earnings of foreign subsidiaries that are indefinitely reinvested. The cumulative balance of foreign earnings with respect to which no provision for U.S. income taxes has been recorded was $680.0 million at December 31, 2009. The amount of applicable U.S. income taxes that would be incurred if these earnings were repatriated is approximately $190.0 million.

NOTE 11. PENSIONS AND POSTRETIREMENT AND OTHER BENEFIT PLANS

We have funded and unfunded defined benefit pension plans which provide defined benefits based on years of service and final average salary. On October 2, 2009, the Board of Directors amended the U.S. Qualified and Non-Qualified Defined Benefit Pension Plans ("U.S. Pension Plans") to freeze participation in the U.S. Pension Plans for all new nonunion employees hired on or after January 1, 2010, and current nonunion employees with less than five years of vesting service as of December 31, 2009. For current nonunion employees with less than five years of vesting service as of December 31, 2009, benefits accrued under the U.S. Pension Plans and earned as of that date were frozen based on credited service and pay as of December 31, 2009.

Foreign-based employees are eligible to participate in FMC Technologies-sponsored or government-sponsored benefit plans to which we contribute. Several of the foreign defined benefit pension plans sponsored by us provide for employee contributions; the remaining plans are noncontributory.

We have other postretirement benefit plans covering substantially all of our U.S. employees who were hired prior to January 1, 2003. The postretirement health care plans are contributory; the postretirement life insurance plans are noncontributory.

We are required to recognize the funded status of defined benefit postretirement plans as an asset or liability in the consolidated balance sheet and recognize changes in that funded status in comprehensive income in the year in which the changes occur. Further, we are required to measure plan's assets and its obligations that determine its funded status as of the date of the consolidated balance sheet. We have applied this guidance to our domestic pension and other postretirement benefit plans as well as for many of our non-U.S. plans, including those in the United Kingdom, Norway, Germany, France and Canada. Pension expense measured in compliance with GAAP for the other non-U.S. pension plans is not materially different from the locally reported pension expense.

The funded status of our U.S. qualified and nonqualified pension plans, certain foreign pension plans and U.S. postretirement health care and life insurance benefit plans, together with the associated balances recognized in our consolidated financial statements as of December 31, 2009 and 2008, were as follows:

	Pensions		Other Postretirement Benefits	
(In millions)	**2009**	**2008**	**2009**	**2008**
Accumulated benefit obligation	$ 613.7	$ 547.1		
Projected benefit obligation at January 1	$ 669.4	$ 911.7	$ 11.0	$ 19.7
Transfer of liability to JBT as a result of the spinoff	—	(219.6)	—	(6.4)
Service cost	36.6	33.5	0.1	0.1
Interest cost	39.7	38.9	0.6	0.7
Actuarial (gain) loss	18.3	17.6	(3.2)	(1.7)
Curtailment	(5.2)	—	—	—
Settlement loss	—	5.4	—	—
Foreign currency exchange rate changes	40.7	(86.4)	—	—
Plan participants' contributions	1.6	2.1	—	—
Benefits paid	(47.2)	(33.8)	(0.6)	(1.4)
Projected benefit obligation at December 31	753.9	669.4	7.9	11.0
Fair value of plan assets at January 1	476.5	841.8	—	—
Transfer of assets to JBT as a result of the spinoff	—	(185.0)	—	—
Actual return on plan assets	89.3	(166.5)	—	—
Company contributions	63.9	91.7	0.7	1.4
Foreign currency exchange rate changes	35.7	(73.8)	—	—
Plan participants' contributions	1.6	2.1	—	—
Benefits paid	(47.2)	(33.8)	(0.7)	(1.4)
Fair value of plan assets at December 31	619.8	476.5	—	—
Funded status of the plans (liability) at December 31	$ (134.1)	$(192.9)	$ (7.9)	$(11.0)
Other noncurrent assets	$ —	$ (1.0)	$ —	$ —
Current portion of accrued pension and other postretirement benefits	(1.2)	(20.1)	(0.8)	(0.7)
Accrued pension and other postretirement benefits, net of current portion	(132.9)	(171.8)	(7.1)	(10.3)
Funded status recognized in the consolidated balance sheets at December 31, 2009 and 2008	$ (134.1)	$(192.9)	$ (7.9)	$(11.0)
Amounts recognized in accumulated other comprehensive (income) loss:				
Unrecognized actuarial (gain) loss (1)	$ 264.4	$ 311.2	$ (3.8)	$ (0.7)
Unrecognized prior service credit	(0.9)	(1.7)	(4.1)	(5.4)
Unrecognized transition asset	(1.8)	(2.0)	—	—
Accumulated other comprehensive (income) loss at December 31	$ 261.7	$ 307.5	$ (7.9)	$ (6.1)
Plans with underfunded or non-funded projected benefit obligation:				
Aggregate projected benefit obligation	$ 753.9	$ 669.4	$ 7.9	$ 11.0
Aggregate fair value of plan assets	619.8	476.5	—	—
Plans with underfunded or non-funded accumulated benefit obligation:				
Aggregate accumulated benefit obligation	$ 386.6	$ 367.7		
Aggregate fair value of plan assets	316.3	260.6		

(1) We reclassified accumulated other comprehensive losses of $15.1 million from cumulative foreign currency translation adjustments to cumulative deferral of pension and other postretirement benefit losses for the year ended December 31, 2008. Refer to Note 13 for additional disclosure.

The following table summarizes the components of net periodic benefit cost:

(In millions)	Pensions			Other Postretirement Benefits		
	2009	2008	2007	2009	2008	2007
Components of net annual benefit cost:						
Service cost	$ 36.6	$ 33.5	$ 31.1	$ 0.1	$ 0.1	$ —
Interest cost	39.7	38.9	48.9	0.6	0.7	1.2
Expected return on plan assets	(45.8)	(49.9)	(62.8)	—	—	—
Curtailment	(0.5)	—	—	—	—	—
Settlement cost	—	8.1	—	—	—	—
Amortization of transition asset	(0.5)	(0.6)	(0.6)	—	—	—
Amortization of prior service cost (credit)	(0.2)	0.3	0.5	(1.3)	(1.4)	(2.5)
Amortization of net actuarial loss (gain)	16.1	3.7	9.5	(0.1)	(0.1)	—
Net annual benefit cost (income)	$ 45.4	$ 34.0	$ 26.6	$ (0.7)	$ (0.7)	$ (1.3)
Other changes in plan assets and benefit obligations recognized in other comprehensive income:						
Net actuarial loss (gain) (1)	$ (30.4)	$ 189.2	$ 8.0	$ (3.2)	$ (0.7)	$ (0.7)
Amortization of net actuarial loss (gain)	(16.1)	(3.7)	(9.5)	0.1	0.2	—
Prior service cost	—	0.9	0.6	—	4.4	0.1
Amortization of prior service (cost) credit	0.2	(0.3)	(0.5)	1.3	2.0	2.5
Amortization of transition asset	0.5	0.6	0.6	—	—	—
Total recognized in other comprehensive loss (income)	(45.8)	186.7	(0.8)	(1.8)	5.9	1.9
Total recognized in net periodic benefit cost and other comprehensive income	$ (0.4)	$ 220.7	$ 25.8	$ (2.5)	$ 5.2	$ 0.6

(1) We reclassified accumulated other comprehensive losses of $15.1 million from cumulative foreign currency translation adjustments to cumulative deferral of pension and other postretirement benefit losses for the year ended December 31, 2008. Refer to Note 13 for additional disclosure.

The estimated net actuarial loss, prior service cost credit, and transition asset credit for the defined benefit pension plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year are $11.2 million, $0.1 million and $0.5 million, respectively. The estimated prior service benefit for the other postretirement benefit plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year is $1.3 million. Prior service costs and the unrecognized actuarial losses are amortized on a straight-line basis over the average remaining service period of employees eligible to receive benefits under the plan.

Key assumptions—The following weighted-average assumptions were used to determine the benefit obligations:

	Pensions		Other Postretirement Benefits	
	2009	2008	2009	2008
Discount rate	5.76%	5.92%	5.90%	6.10%
Rate of compensation increase	4.07%	4.04%	—	—

The weighted average discount rate used in determining benefit obligations dropped from 5.92% in 2008 to 5.76% in 2009, which resulted from a decrease in the discount rates used in determining the pension benefits principally in the U.S. plans. The discount rate used for determining the U.K. pension benefit obligations decreased from 5.95% in 2008 to 5.87% in 2009. The discount rate used in determining U.S. pension benefit obligations decreased from 6.10% in 2008 to 5.90% in 2009.

The following weighted-average assumptions were used to determine net periodic benefit cost:

	Pensions			Other Postretirement Benefits		
	2009	2008	2007	2009	2008	2007
Discount rate	5.92%	6.02%	5.62%	6.10%	6.50%	6.00%
Rate of compensation increase	4.04%	4.00%	3.85%	—	—	—
Expected rate of return on plan assets	8.35%	8.21%	8.46%	—	—	—

Our estimate of expected rate of return on plan assets is based primarily on the historical performance of plan assets, current market conditions, our asset allocation and long-term growth expectations.

In 2008, we moved to a fully insured postretirement medical plan in which premium costs are paid by the employee. The disclosed postretirement medical obligation (included in other postretirement benefits) reflects a flat dollar subsidy paid to retirees hired prior to 2003 that offsets employee premiums to the plan. This subsidy will not be indexed for inflation or expected healthcare cost increases.

Plan assets—Our pension plan assets measured at fair value are as follows at December 31, 2009. Please refer to "Fair Value" in Note 1 for a description of the levels.

	December 31, 2009			
(In millions)	Total	Level 1	Level 2	Level 3
Cash	$ 22.9	$ 22.9	$ —	$ —
Equity securities (1):				
U.S. companies:				
Large cap	116.3	116.3	—	—
Small cap	51.3	51.3	—	—
International companies	235.6	235.6	—	—
Hedge funds (2)	23.9	—	—	23.9
Limited partnerships (3)	35.6	—	—	35.6
Insurance contracts (4)	131.5	—	131.5	—
Emerging market bonds	2.7	2.7	—	—
Total assets	$ 619.8	$ 428.8	$ 131.5	$ 59.5

(1) This category is comprised of common stock, preferred stock and mutual funds. The investments are valued using quoted market prices or the net asset value ("NAV") per share multiplied by the number of shares held at December 31, 2009.

(2) This investment is a dedicated value-oriented fund of hedge funds. The fund invests in approximately 10 to 20 funds that employ a range of value-oriented investment philosophies. The investment strategy centers on long-term returns with a strong focus on capital preservation. Hedge funds are valued using the NAV as determined by the administrator or custodian of the fund. The investment has a one year lock-up period that expires on May 1, 2010 and an annual redemption frequency with a 120-day notice period.

(3) This category includes two limited partnership investments. One partnership seeks high long-term returns following a value-oriented investment approach. The partnership may invest in a variety of securities, including U.S. and international company equities, debt securities and preferred stocks. The second investment is a partnership with a global asset manager focused on the stock of emerging market small-cap companies. Limited partnerships are valued using the NAV as determined by the administrator or custodian of the fund. Investments representing approximately 79% of the value in this category have a one year lock-up period that expires on April 1, 2010 and a quarterly redemption frequency with a 60-day notice period.

(4) This primarily represents assets in our Norwegian pension plans. Our pension program for the Norwegian plans follows a pension insurance arrangement. We pay premiums to an insurance company in exchange for a guaranteed return. Our guaranteed return was 3% at December 31, 2009. We have elected a "moderate risk" investment strategy based on the insurance company's offerings which includes approximately 4% in U.S. company equities, 5% in international company equities, 65% in government and corporate bonds, 16% in real estate and 10% in other types of investments. Insurance contracts are valued at book value, which approximates fair value, and is calculated using the prior year balance plus or minus investment returns and changes in cash flows.

The summary of changes in the fair value of the pension plan Level 3 assets for the year ended December 31, 2009 is as follows:

(In millions)	Hedge Funds	Limited Partnerships
Beginning balance	$ —	$ 4.2
Unrealized gains relating to instruments still held at the reporting date	3.9	10.6
Purchases, sales, issuances and settlements, net	20.0	20.8
Ending balance	$ 23.9	$ 35.6

Our pension investment strategy emphasizes maximizing returns consistent with minimizing risk. Excluding our international plans with insurance-based investments, 79% of our total pension assets represent the U.S. qualified plan, the U.K. and Canadian plans. These plans are invested primarily in equities to maximize the long-term returns of the plans. The investment managers of these assets, including the hedge funds and limited partnerships, use Graham and Dodd fundamental investment analysis to select securities that have a margin of safety between the price of the security and the estimated value of the security. This value-oriented approach tends to mitigate the risk of a large equity allocation.

Contributions—We expect to contribute approximately $14.5 million to our pension and other postretirement benefit plans in 2010. The pension contributions will be primarily for the U.K. and Norway qualified pension plans. All of the contributions are expected to be in the form of cash. In 2009 and 2008, we contributed $63.9 million and $91.7 million to the pension plans, respectively, which included $13.1 million and $61.8 million, respectively, to the U.S. qualified pension plan.

Estimated future benefit payments—The following table summarizes expected benefit payments from our various pension and postretirement benefit plans through 2019. Actual benefit payments may differ from expected benefit payments.

(In millions)	Pensions	Other Postretirement Benefits
2010	$ 21.7	$ 0.8
2011	25.1	0.8
2012	31.7	0.8
2013	38.6	0.8
2014	36.2	0.8
2015-2019	191.9	3.5

Savings Plans—The FMC Technologies, Inc. Savings and Investment Plan ("Qualified Plan"), a qualified salary reduction plan under Section 401(k) of the Internal Revenue Code, is a defined contribution plan. Additionally, we have a non-qualified deferred compensation plan, the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan ("Non-Qualified Plan"), which allows certain highly compensated employees the option to defer the receipt of a portion of their salary. We match a portion of the participants' deferrals to both plans. On October 2, 2009, the Board of Directors approved amendments to the U.S. Qualified Plan and U.S.

Non-Qualified Plan ("Amended Plans"). Under the Amended Plans, we will make a nonelective contribution equal to four percent of an employee's eligible earnings every pay period to all new nonunion employees hired on or after January 1, 2010, and current nonunion employees with less than five years of vesting service as of December 31, 2009. The vesting schedule for the four percent nonelective contribution under the Amended Plans is three years of continuous service with FMC.

Participants in the Non-Qualified Plan earn a return based on hypothetical investments in the same options as our 401(k) plan, including FMC Technologies stock. Changes in the market value of these participant investments are reflected as an adjustment to the deferred compensation liability with an offset to other income (expense), net. As of December 31, 2009 and 2008, our liability for the Non-Qualified Plan was $26.4 million and $20.5 million, respectively, and was recorded in other non-current liabilities. We hedge the financial impact of changes in the participants' hypothetical investments by purchasing the investments that the participants have chosen. With the exception of FMC Technologies stock, which is maintained at its cost basis, changes in the fair value of these investments are recognized as an offset to other income (expense), net. As of December 31, 2009 and 2008, we had investments for the Non-Qualified Plan totaling $19.2 million and $17.6 million, respectively, at fair market value and FMC Technologies stock held in trust of $5.7 million and $6.3 million, respectively, at its cost basis.

We recognized expense of $10.6 million, $10.6 million and $9.6 million, for matching contributions to these plans in 2009, 2008 and 2007, respectively.

NOTE 12. STOCK-BASED COMPENSATION

We sponsor a stock-based compensation plan, which is described below, and have granted awards primarily in the form of nonvested stock awards (also known as restricted stock in the plan document) and stock options. The compensation expense for awards under the plan for each of the years in the three year period ended December 31, 2009 is as follows:

(In millions)	2009	2008	2007
Stock-based compensation expense			
Restricted stock	$ 27.0	$ 26.2	$ 19.4
Other	2.2	1.8	1.7
Total stock-based compensation expense	$ 29.2	$ 28.0	$ 21.1
Income tax benefits related to stock-based compensation expense	$ 10.8	$ 10.4	$ 7.8

Stock-based compensation expense is recognized over the lesser of the stated vesting period (three or four years) or the period until the employee reaches age 62 (the retirement eligible age under the plan). As of December 31, 2009, a portion of the stock-based compensation expense related to outstanding awards remains to be recognized in future periods. The compensation expense related to nonvested awards yet to be recognized totaled $23.5 million for restricted stock. These costs are expected to be recognized over a weighted average period of 1.3 years.

Incentive compensation and stock plan—The Amended and Restated FMC Technologies, Inc. Incentive Compensation and Stock Plan (the "Plan") provides certain incentives and awards to officers, employees, directors and consultants of FMC Technologies or its affiliates. The Plan allows our Board of Directors (the "Board") to make various types of awards to non-employee directors and the Compensation Committee (the "Committee") of the Board to make various types of awards to other eligible individuals. Awards include management incentive awards, common stock, stock options, stock appreciation rights, restricted stock and stock units. All awards are subject to the Plan's provisions.

Under the Plan, 24.0 million shares of our common stock were authorized for awards. These shares are in addition to shares previously granted by FMC Corporation and converted into approximately 9.0 million shares of our common stock. As of December 31, 2009, 3.4 million shares are reserved to satisfy existing awards and 11.3 million shares are available for future awards.

Management incentive awards may be awards of cash, common stock options, restricted stock or a combination thereof. Grants of common stock options may be incentive and/or nonqualified stock options. Under the plan, the exercise price for options cannot be less than the market value of our common stock at the date of grant. Options vest in accordance with the terms of the award as determined by the Committee, which is generally after three years of service, and expire not later than 10 years after the grant date. Restricted stock grants specify any applicable performance goals, the time and rate of vesting and such other provisions as determined by the Committee. Restricted stock grants generally vest after three to four years of service. Additionally, most awards vest immediately upon a change of control as defined in the Plan agreement.

Stock-based compensation awards to non-employee directors consist of restricted stock units. Awards to non-employee directors generally vest on the date of our annual stockholder meeting following the date of grant. Stock units are not settled until a director ceases services to the Board. At December 31, 2009, outstanding awards to active and retired non-employee directors included 354 thousand stock units.

Restricted stock—

A summary of the nonvested restricted stock awards as of December 31, 2009, and changes during the year is presented below:

(Number of restricted stock shares in thousands)	Shares	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2008	2,494	$ 31.92
Granted	1,075	$ 28.57
Vested	(996)	$ 22.34
Cancelled	(51)	$ 34.84
Nonvested at December 31, 2009	2,522	$ 34.21

In 2009, we granted time-based restricted stock awards, as well as awards with performance and market conditions.

For current year performance-based awards, the payout was 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, 2009. Based on results for the performance period, the payout will be 391 thousand shares at the vesting date in January 2012. Compensation cost has been measured for 2009 based on the actual outcome of the performance conditions.

For current year market-based awards, the payout was contingent upon our performance relative to the same peer group of companies with respect to total shareholder return for the year ending December 31, 2009. Based on results for the performance period, the payout will be 196 thousand shares at the vesting date in January 2012. Compensation cost for these awards has been calculated using the grant date fair market value, as estimated using a Monte Carlo simulation.

The following summarizes values for restricted stock activity in each of the years in the three year period ended December 31, 2009:

	2009	2008	2007
Weighted average grant date fair value of restricted stock awards granted	$ 28.57	$ 51.01	$ 31.44
Fair value of restricted stock vested (in millions)	$ 26.6	$ 62.9	$ 33.4

On January 4, 2010, restricted stock awards vested and approximately 826 thousand shares were issued to employees.

Stock options—

There were no options granted, forfeited or expired during the year ended December 31, 2009.

The following shows stock option activity for the year ended December 31, 2009:

(Number of stock options in thousands, intrinsic value in millions)	Shares Under Option	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 31, 2008	814	$ 10.14		
Exercised	(314)	$ 10.17		
Outstanding and exercisable at December 31, 2009	500	$ 10.34	3.3	$ 23.7

The aggregate intrinsic value reflects the value to the option holders, or the difference between the market price as of December 31, 2009, and the exercise price of the option, which would have been received by the option holders had all options been exercised as of that date. While the intrinsic value is representative of the value to be gained by the option holders, this value is not indicative of compensation expense recorded by us. Compensation expense on stock options was calculated on the date of grant using the fair value of the options, as determined by a Black-Scholes option pricing model and the number of options granted, reduced by estimated forfeitures.

The intrinsic value of options exercised for each of the years in the three year period ended December 31, 2009, was $16.8 million, $26.9 million, and $59.5 million, respectively.

NOTE 13. STOCKHOLDERS' EQUITY

Capital stock—The following is a summary of our capital stock activity during each of the years in the three-year period ended December 31, 2009:

(Number of shares in thousands)	Common Stock Issued	Common Stock Held in Employee Benefit Trust	Common Stock Held in Treasury
December 31, 2006	142,748	226	7,992
Stock awards	411	—	(2,204)
Treasury stock purchases	—	—	7,882
Net stock sold from employee benefit trust	—	(56)	—
December 31, 2007	143,159	170	13,670
Stock awards	—	—	(1,254)
Treasury stock purchases	—	—	5,703
Net stock sold from employee benefit trust	—	(48)	—
December 31, 2008	143,159	122	18,119
Stock awards	—	—	(1,183)
Treasury stock purchases	—	—	4,270
Net stock purchased from employee benefit trust	—	2	—
December 31, 2009	143,159	124	21,206

The plan administrator of the Non-Qualified Plan purchases shares of our common stock on the open market. Such shares are placed in a trust owned by FMC Technologies.

In 2005, we announced a repurchase plan approved by our Board of Directors authorizing the repurchase of up to two million shares of our issued and outstanding common stock through open market purchases. The Board of

Directors authorized extensions of this program, adding five million shares in February 2006 and eight million shares in February 2007 for a total of 15 million shares of common stock authorized for repurchase. As a result of the two-for-one stock split on August 31, 2007, the authorization was increased to 30 million shares. In July 2008, in connection with the JBT spin-off, and as required by the IRS, the Board of Directors authorized the repurchase of $95.0 million of our outstanding common stock in addition to the 30 million shares described above. We repurchased $155.7 million, $324.0 million and $287.4 million of common stock during 2009, 2008 and 2007, respectively, under the authorized repurchase program. As of December 31, 2009, approximately 5.4 million shares remained available for purchase under the current program which may be executed from time to time in the open market. We intend to hold repurchased shares in treasury for general corporate purposes, including issuances under our employee stock plans. The treasury shares are accounted for using the cost method.

On May 15, 2009, we amended our Amended and Restated Certificate of Incorporation to increase the number of authorized shares of common stock from 195 million shares to 300 million shares.

No cash dividends were paid on our common stock in 2009, 2008 or 2007.

On June 7, 2001, our Board of Directors declared a dividend distribution to each recordholder of common stock of one Preferred Share Purchase Right for each share of common stock outstanding at that date. Each right entitles the holder to purchase, under certain circumstances related to a change in control of FMC Technologies, one one-hundredth of a share of Series A junior participating preferred stock, without par value, at a price of $95 per share (subject to adjustment), subject to the terms and conditions of a Rights Agreement dated June 5, 2001. The rights expire on June 6, 2011, unless redeemed by us at an earlier date. The redemption price of $0.01 per right is subject to adjustment to reflect stock splits, stock dividends or similar transactions. We have reserved 800,000 shares of Series A junior participating preferred stock for possible issuance under the agreement.

Accumulated other comprehensive loss—Accumulated other comprehensive loss consisted of the following:

(In millions)	December 31, 2009	December 31, 2008
Cumulative foreign currency translation adjustments	$ (44.8)	$ (122.0)
Cumulative deferral of hedging losses, net of tax of $7.3 million and $48.4 million, respectively (1)	(13.0)	(84.9)
Cumulative deferral of pension and other postretirement benefit losses, net of tax of $85.8 million and $101.8 million, respectively	(168.0)	(199.6)
Cumulative unrealized losses on investments, net of tax of $0.8 million at December 31, 2008	—	(1.9)
Accumulated other comprehensive loss	$ (225.8)	$ (408.4)

(1) We reclassified accumulated other comprehensive losses of $15.1 million, net of $4.2 million of taxes, from cumulative foreign currency translation adjustments to cumulative deferral of pension and other postretirement benefit losses for the year ended December 31, 2008. Refer to Note 11 for related disclosure.

NOTE 14. DERIVATIVE FINANCIAL INSTRUMENTS

We hold derivative financial instruments for the purpose of hedging the risks of certain identifiable and anticipated transactions. The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign currency exchange rates and interest rates. We hold the following types of derivative instruments:

Interest rate swap instruments—The purpose of these instruments is to hedge the uncertainty of anticipated interest expense from variable-rate debt obligations and achieve a fixed net interest rate. At December 31, 2009, we held three instruments which in aggregate hedge the interest expense on $100.0 million of variable-rate debt.

Foreign exchange rate forward contracts—The purpose of these instruments is to hedge the risk of changes in future cash flows of purchase or sale commitments denominated in foreign currencies. At December 31, 2009, we held the following material positions:

	Notional Amount Bought (Sold)	
(In millions)		USD Equivalent
Argentinean Peso	95.6	25.2
Australian Dollar	8.7	7.8
Brazilian Real	(71.2)	(40.9)
Euro	25.5	36.5
British Pound	102.2	165.3
Norwegian Krone	2,373.4	411.6
Singapore Dollar	147.4	105.0
U.S. Dollar	(703.2)	(703.2)

Foreign exchange rate instruments embedded in purchase and sale contracts—The purpose of these instruments is to match offsetting currency payments for particular projects, or comply with government restrictions on the currency used to purchase goods in certain countries. These exposures are in currencies other than the local or functional currency of the buyer or seller. At December 31, 2009, our portfolio of these instruments included the following material positions:

	Notional Amount Bought (Sold)	
(In millions)		USD Equivalent
Brazilian Real	(40.6)	(23.3)
Euro	9.4	13.5
British Pound	9.9	16.1
Norwegian Krone	(67.4)	(11.7)

The purpose of our foreign currency hedging activities is to manage the volatility associated with anticipated foreign currency purchases and sales created in the normal course of business. We primarily utilize forward exchange contracts with maturities of less than three years.

Our policy is to hold derivatives only for the purpose of hedging risks and not for trading purposes where the objective is solely to generate profit. Generally, we enter into hedging relationships such that changes in the fair values or cash flows of the transactions being hedged are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a forward currency rate, is reported as a component of other comprehensive income ("OCI") and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings.

The following tables of all outstanding derivative instruments are based on estimated fair value amounts that have been determined using available market information and commonly accepted valuation methodologies. Refer to Note 15 for further disclosures related to the fair value measurement process. Accordingly, the estimates presented may not be indicative of the amounts that we would realize in a current market exchange and may not be indicative of the gains or losses we may ultimately incur when these contracts settle or mature.

Derivatives Designated as Hedging Instruments	Balance Sheet Location	Fair Value (in millions) December 31, 2009	Fair Value (in millions) December 31, 2008
Interest rate contracts	Long-term liabilities – Derivative financial instruments	$ (0.5)	$ —
Foreign exchange contracts	Current assets – Derivative financial instruments	77.0	157.1
	Long-term assets – Derivative financial instruments	14.2	30.3
	Current liabilities – Derivative financial instruments	(78.0)	(243.9)
	Long-term liabilities – Derivative financial instruments	(13.2)	(64.3)
Total derivatives designated as hedging instruments		$ (0.5)	$ (120.8)

Derivatives Not Designated as Hedging Instruments	Balance Sheet Location	Fair Value (in millions) December 31, 2009	Fair Value (in millions) December 31, 2008
Foreign exchange contracts	Current assets – Derivative financial instruments	$ 31.0	$ 197.5
	Long-term assets – Derivative financial instruments	14.3	112.1
	Current liabilities – Derivative financial instruments	(33.5)	(200.5)
	Long-term liabilities – Derivative financial instruments	(15.9)	(111.5)
Total derivatives not designated as hedging instruments		$ (4.1)	$ (2.4)

We recognized in current earnings a $3.5 million loss on cash flow hedges for the twelve months ended December 31, 2009, because it is probable that the original forecasted transaction will not occur. Cash flow hedges of forecasted transactions, net of tax, resulted in accumulated other comprehensive losses of $13.0 million and $84.9 million at December 31, 2009 and 2008, respectively. We expect to transfer approximately $11.1 million loss from accumulated OCI to earnings during the next 12 months when the forecasted transactions actually occur. All forecasted transactions currently being hedged are expected to occur by 2012. The following tables present the impact of derivative instruments and their location within the accompanying consolidated statements of income for the year ended December 31, 2009.

Derivatives in Cash Flow Hedging Relationships	Gain or (Loss) Recognized in OCI on Derivative Instruments (Effective Portion)
(In millions)	Year Ended December 31, 2009
Interest rate contracts	$ (0.5)
Foreign exchange contracts	55.7
Total	$ 55.2

Derivatives in Cash Flow Hedging Relationships Location of Gain or (Loss) Reclassified From Accumulated OCI into Income	Gain or (Loss) Reclassified From Accumulated OCI into Income (Effective Portion)
(In millions)	Year Ended December 31, 2009
Foreign exchange contracts:	
Revenue	$ (33.5)
Cost of sales	(24.2)
Selling, general and administrative expense	(0.2)
Total	$ (57.9)

Derivatives in Cash Flow Hedging Relationships Location of Gain or (Loss) Recognized in Income on Derivatives (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Gain or (Loss) Recognized in Income on Derivatives (Ineffective Portion and Amount Excluded from Effectiveness Testing)
(In millions)	Year Ended December 31, 2009
Foreign exchange contracts:	
Revenue	$ 7.1
Cost of sales	(5.2)
Selling, general and administrative expense	(0.1)
Total	$ 1.8

Instruments that are not designated as hedging instruments are executed to hedge the effect of exposures in the consolidated balance sheets, and occasionally forward foreign currency contracts or currency options are executed to hedge exposures which do not meet all of the criteria to qualify for hedge accounting.

Location of Gain or (Loss) Recognized in Income on Derivatives (Not Designated as Hedging Instruments)	Amount of Gain or (Loss) Recognized in Income on Derivatives (Instruments Not Designated as Hedging Instruments)
(In millions)	Year Ended December 31, 2009
Foreign exchange contracts:	
Revenue	$ (1.4)
Cost of sales	(2.3)
Other income (expense), net	(5.7)
Total	$ (9.4)

NOTE 15. FAIR VALUE MEASUREMENTS

Financial assets and liabilities measured at fair value on a recurring basis at December 31, 2008 and 2009 are as follows. Please refer to "Fair Value" in Note 1 for a description of the levels.

	December 31, 2009			
(In millions)	Total	Level 1	Level 2	Level 3
Assets				
Investments	$ 25.2	$ 25.2	$ —	$ —
Derivatives (1)	136.5	—	136.5	—
Total assets	$ 161.7	$ 25.2	$ 136.5	$ —
Liabilities				
Derivatives (1)	$ 141.1	$ —	$ 141.1	$ —

	December 31, 2008			
(In millions)	Total	Level 1	Level 2	Level 3
Assets				
Investments	$ 35.1	$ 35.1	$ —	$ —
Derivatives (1)	497.0	—	497.0	—
Total assets	$ 532.1	$ 35.1	$ 497.0	$ —
Liabilities				
Derivatives (1)	$ 620.2	$ —	$ 620.2	$ —

(1) See additional disclosure related to derivative financial instruments in Note 14.

Fair value measurements for assets or liabilities are valued based on quoted prices that we have the ability to access in public markets. We use the income approach as the valuation technique to measure the fair value of foreign currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then incorporated by reducing the derivative's fair value in asset positions by the result of multiplying the present value of the portfolio by the counterparty's published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread representing our credit spread is used. Our credit spread and the credit spread of other counterparties not publicly available are approximated by using the spread of similar companies in the same industry, of similar size and with the same credit rating. The derivative asset values presented in the preceding table were reduced by $0.2 million, and the derivative liability values reduced by $0.1 million to approximate fair value, including credit risk.

At the present time, we have no credit-risk-related contingent features in our agreements with the financial institutions which would require us to post collateral for derivative positions in a liability position.

Other fair value disclosures—The carrying amounts of cash and cash equivalents, trade receivables, accounts payable, short-term debt, commercial paper, and debt associated with revolving credit facilities, as well as amounts included in other current assets and other current liabilities that meet the definition of financial instruments, approximate fair value because of their short-term maturities.

Credit risk—By their nature, financial instruments involve risk including credit risk for non-performance by counterparties. Financial instruments that potentially subject us to credit risk primarily consist of trade receivables and derivative contracts. We manage the credit risk on financial instruments by transacting only with what management believes are financially secure counterparties, requiring credit approvals and credit limits, and monitoring counterparties' financial condition. Our maximum exposure to credit loss in the event of

non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument. Allowances for losses on trade receivables are established based on collectability assessments. We mitigate credit risk on derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the net settlement of the gross derivative assets against the gross derivative liabilities.

NOTE 16. RELATED PARTY TRANSACTIONS

John Bean Technologies Corporation—On July 12, 2008, our Board of Directors approved the spin-off of 100% of our FoodTech and Airport Systems businesses to our shareholders. The spin-off was accomplished on July 31, 2008 through a tax-free dividend of all outstanding shares of JBT, which is now an independent public company traded on the New York Stock Exchange (symbol JBT).

We entered into certain agreements which defined key provisions related to the spin-off and the relationship between the two companies after the spin-off, including, among others, a separation and distribution agreement between FMC Technologies and JBT (the "Separation and Distribution Agreement") and a tax sharing agreement between FMC Technologies and JBT (the "Tax Sharing Agreement"). The Separation and Distribution Agreement required us to contribute certain business segments and their associated assets and liabilities to JBT. As a result of the contribution, we have no interest in JBT's assets and business and, subject to certain exceptions described below, generally have no obligation with respect to JBT's liabilities. Similarly, JBT has no interest in our assets and generally has no obligation with respect to our liabilities related to retained businesses after the distribution. We generally made no representations or warranties as to the assets, businesses or liabilities transferred or assumed as part of the contribution, and generally made the transfers on an "as is, where is" basis. JBT agreed to use reasonable best efforts to cause us to be released from all FMC Technologies obligations to guarantee or otherwise support any liabilities or obligations of JBT not later than July 31, 2010. JBT agreed to reimburse and otherwise indemnify and hold us harmless for any and all costs and charges associated with and such liabilities or obligations of JBT or any guarantee to third parties not terminated prior to July 31, 2008.

As parties to the Separation and Distribution Agreement, FMC Technologies and JBT each indemnify the other party from liabilities arising from their respective businesses or contracts, from liabilities arising from breach of the Separation and Distribution Agreement and from certain claims made prior to the spin-off of JBT (Note 18).

The Tax Sharing Agreement sets forth the responsibilities of the parties with respect to, among other things, liabilities for federal, state, local and foreign taxes for periods before and including the spin-off, the preparation and filing of tax returns for such periods, and disputes with taxing authorities regarding taxes for such periods. The Tax Sharing Agreement also provides that JBT will indemnify us for any tax liability we may incur as a result of any action taken by JBT after the spin-off which causes the distribution to not qualify as tax-free for U.S. federal income tax purposes under the terms of the private letter ruling received from the IRS. We will indemnify JBT against any tax liability in the case any action taken by us causes the distribution to not qualify as tax-free.

FMC Corporation—FMC Technologies was a subsidiary of FMC Corporation until the distribution of FMC Technologies' common stock by FMC Corporation, which was completed on December 31, 2001.

In June 2001, FMC Corporation contributed to us substantially all of the assets and liabilities of the businesses that comprise FMC Technologies (the "Separation"). FMC Technologies and FMC Corporation entered into certain agreements which defined key provisions related to the Separation and the ongoing relationship between the two companies after the Separation. These agreements included a Separation and Distribution Agreement ("SDA") and a Tax Sharing Agreement, which provided that FMC Technologies and FMC Corporation would make payments between them as appropriate to properly allocate tax liabilities for pre-Separation periods.

As parties to the SDA, FMC Corporation and FMC Technologies each indemnify the other party from liabilities arising from their respective businesses or contracts, from liabilities arising from breach of the SDA, from certain claims made prior to our spin-off from FMC Corporation, and for claims related to discontinued operations (Note 18).

NOTE 17. WARRANTY OBLIGATIONS

We provide warranties of various lengths and terms to certain of our customers based on standard terms and conditions and negotiated agreements. We provide for the estimated cost of warranties at the time revenue is recognized for products where reliable, historical experience of warranty claims and costs exists. We also provide warranty liability when additional specific obligations are identified. The obligation reflected in other current liabilities in the consolidated balance sheets is based on historical experience by product and considers failure rates and the related costs in correcting a product failure. Warranty cost and accrual information is as follows:

(In millions)	2009	2008
Balance at beginning of year	$ 13.5	$ 12.4
Expenses for new warranties	24.6	18.3
Adjustments to existing accruals	(6.5)	(6.9)
Claims paid	(14.7)	(10.3)
Balance at end of year	$ 16.9	$ 13.5

NOTE 18. COMMITMENTS AND CONTINGENT LIABILITIES

Commitments—We lease office space, manufacturing facilities and various types of manufacturing and data processing equipment. Leases of real estate generally provide for payment of property taxes, insurance and repairs by us. Substantially all leases are classified as operating leases for accounting purposes. Rent expense under operating leases amounted to $77.7 million, $72.6 million and $59.8 million in 2009, 2008 and 2007, respectively.

Minimum future rental payments under noncancelable operating leases amounted to $405.8 million as of December 31, 2009, and are payable as follows: $57.0 million in 2010, $51.1 million in 2011, $44.1 million in 2012, $38.5 million in 2013, $36.9 million in 2014 and $178.2 million thereafter. Minimum future rental payments to be received under noncancelable subleases totaled $9.5 million at December 31, 2009.

Contingent liabilities associated with guarantees—In the ordinary course of business with customers, vendors and others, we issue standby letters of credit, performance bonds, surety bonds and other guarantees. These financial instruments, which totaled $607.0 million at December 31, 2009, represented guarantees of our future performance and $24.6 million of bank guarantees and letters of credit to secure a portion of our existing financial obligations. The majority of these financial instruments expire within two years; we expect to replace them through the issuance of new or the extension of existing letters of credit and surety bonds.

We are the named guarantor on certain performance bonds totaling $12.8 million at December 31, 2009, issued by our former subsidiary, JBT; however, we are fully indemnified by JBT pursuant to the terms and conditions of the Separation and Distribution Agreement, dated July 31, 2008, between FMC Technologies and JBT. Management does not expect any of these financial instruments to result in losses that if incurred, would have a material adverse effect on our consolidated financial position, results of operations or cash flows.

Management believes that the ultimate resolution of our known contingencies will not materially affect our consolidated financial position or results of operations.

Contingent liabilities associated with legal matters—We are the named defendant in a number of lawsuits; however, 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, results of operations or cash flows.

In addition, under the SDA with FMC Corporation, which contains key provisions relating to our 2001 spin-off from FMC Corporation, 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. We also have a Separation and Distribution Agreement with JBT, which contains key provisions relating to the spin-off of our Airport and FoodTech businesses in 2008. JBT is required to indemnify us for certain claims made prior to the spin-off, as well as for other claims related to JBT products or business operations. Some of these claims may include those described above involving FMC Corporation. While the ultimate responsibility for claims involving FMC Technologies, FMC Corporation or JBT cannot yet be determined due to lack of identification of the products or premises involved, we expect that FMC Corporation will bear responsibility for a majority of these claims initiated subsequent to the spin-off and that JBT Corporation will bear responsibility for other claims initiated subsequent to the spin-off.

NOTE 19. BUSINESS SEGMENTS

Our determination of our reportable segments was made on the basis of our strategic business units and the commonalities among the products and services within each segment, and corresponds to the manner in which our management reviews and evaluates operating performance.

Our reportable segments are:

- Energy Production Systems—designs and manufactures systems and provides services used by oil and gas companies involved in land and offshore, particularly deepwater, exploration and production of crude oil and gas.
- Energy Processing Systems—designs, manufactures and supplies technologically advanced high pressure valves and fittings for oilfield service customers; also manufactures and supplies liquid and gas measurement and transportation equipment and systems to customers involved in the production, transportation and processing of crude oil, natural gas and petroleum-based refined products.

Total revenue by segment includes intersegment sales, which are made at prices approximating those that the selling entity is able to obtain on external sales. Segment operating profit is defined as total segment revenue less segment operating expenses. The following items have been excluded in computing segment operating profit: corporate staff expense, net interest income (expense) associated with corporate debt facilities, income taxes, and other revenue and other (expense), net.

Segment revenue and segment operating profit

(In millions)	Year Ended December 31, 2009	2008	2007
Revenue:			
Energy Production Systems (1)	$ 3,721.9	$ 3,670.7	$ 2,882.2
Energy Processing Systems	698.4	883.2	767.7
Other revenue (2) and intercompany eliminations	(14.9)	(3.0)	(1.0)
Total revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9
Income before income taxes:			
Segment operating profit:			
Energy Production Systems	$ 516.1	$ 420.7	$ 287.9
Energy Processing Systems	102.4	165.5	142.5
Total segment operating profit	618.5	586.2	430.4
Corporate items:			
Corporate expense (3)	(35.4)	(37.5)	(35.1)
Other revenue (2) and other (expense), net (4)	(57.2)	(42.3)	9.1
Net interest expense	(9.5)	(1.5)	(9.3)
Total corporate items	(102.1)	(81.3)	(35.3)
Income from continuing operations before income taxes attributable to FMC Technologies, Inc.	$ 516.4	$ 504.9	$ 395.1

(1) We have one customer in our Energy Production Systems segment that comprises approximately 16%, 19% and 10% of our consolidated revenue for the years ended December 31, 2009, 2008 and 2007, respectively.

(2) Other revenue comprises certain unrealized gains and losses on derivative instruments related to unexecuted sales contracts.

(3) Corporate expense primarily includes corporate staff expenses.

(4) Other expense, net, generally includes stock-based compensation, other employee benefits, LIFO adjustments, certain foreign exchange gains and losses, and the impact of unusual or strategic transactions not representative of segment operations.

Segment operating capital employed and segment assets

(In millions)	December 31, 2009	2008
Segment operating capital employed (1):		
Energy Production Systems	$ 1,022.0	$ 917.2
Energy Processing Systems	347.6	243.0
Intercompany eliminations	—	(0.1)
Total segment operating capital employed	1,369.6	1,160.1
Segment liabilities included in total segment operating capital employed (2)	1,508.9	1,493.7
Corporate (3)	631.0	927.1
Total assets	$ 3,509.5	$ 3,580.9
Segment assets:		
Energy Production Systems	$ 2,397.7	$ 2,242.1
Energy Processing Systems	486.2	413.7
Intercompany eliminations	(5.4)	(2.0)
Total segment assets	2,878.5	2,653.8
Corporate (3)	631.0	927.1
Total assets	$ 3,509.5	$ 3,580.9

(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 inventory 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, pension assets and the fair value of derivatives.

Geographic segment information

Geographic segment sales were identified based on the location where our products and services were delivered. Geographic segment long-lived assets represent property, plant and equipment, net.

(In millions)	Year Ended December 31, 2009	2008	2007
Revenue (by location of customer):			
United States	$ 996.2	$ 1,110.1	$ 908.5
Norway	911.6	1,068.1	739.2
All other countries	2,497.6	2,372.7	2,001.2
Total revenue	$ 4,405.4	$ 4,550.9	$ 3,648.9

(In millions)	December 31, 2009	2008 (1)	2007 (1)
Long-lived assets:			
United States	$184.4	$178.5	$ 147.8
Norway	160.3	118.2	114.2
Brazil	66.8	43.3	43.6
All other countries	170.4	154.9	146.7
Total long-lived assets	$581.9	$494.9	$ 452.3

(1) We have revised long-lived assets at December 31, 2008 and 2007, by excluding goodwill; intangible assets, net; and certain other non-current assets.

Other business segment information

(In millions)	Capital Expenditures Year Ended December 31, 2009	2008	2007	Depreciation and Amortization Year Ended December 31, 2009	2008	2007	Research and Development Expense Year Ended December 31, 2009	2008	2007
Energy Production Systems	$ 102.9	$ 153.7	$ 162.1	$ 80.3	$ 60.7	$ 49.4	$ 43.6	$ 38.4	$ 34.9
Energy Processing Systems	6.5	7.2	12.4	10.6	9.6	10.0	7.7	6.9	5.9
Corporate	0.6	4.1	5.1	2.1	2.3	2.4	—	—	—
Total	$ 110.0	$ 165.0	$ 179.6	$ 93.0	$ 72.6	$ 61.8	$ 51.3	$ 45.3	$ 40.8

NOTE 20. QUARTERLY INFORMATION (UNAUDITED)

(In millions, except per share data and common stock prices)	2009 4th Qtr.	3rd Qtr.	2nd Qtr.	1st Qtr.	2008 4th Qtr.	3rd Qtr.	2nd Qtr.	1st Qtr.
Revenue	$ 1,160.2	$ 1,088.4	$ 1,103.8	$ 1,053.0	$ 1,205.1	$ 1,127.6	$ 1,178.1	$ 1,040.1
Cost of sales	898.4	835.7	856.2	844.2	958.4	888.2	934.3	842.2
Income from continuing operations	92.9	91.2	105.9	71.3	93.9	92.4	98.2	68.4
Income (loss) from discontinued operations	0.3	0.4	0.1	(0.3)	(2.6)	(9.7)	7.6	13.1
Net income attributable to FMC Technologies, Inc.	$ 93.2	$ 91.6	$ 106.0	$ 71.0	$ 91.3	$ 82.7	$ 105.8	$ 81.5
Basic earnings per share (1)	$ 0.76	$ 0.74	$ 0.86	$ 0.57	$ 0.73	$ 0.65	$ 0.82	$ 0.63
Diluted earnings per share (1)	$ 0.75	$ 0.73	$ 0.84	$ 0.56	$ 0.72	$ 0.64	$ 0.81	$ 0.62
Common stock price:								
High	$ 58.84	$ 55.31	$ 43.70	$ 33.97	$ 44.88	$ 77.98	$ 80.86	$ 64.88
Low	$ 49.96	$ 35.10	$ 31.63	$ 23.79	$ 20.34	$ 43.10	$ 57.83	$ 46.11

(1) Basic and diluted EPS are computed independently for each of the periods presented. Accordingly, the sum of the quarterly EPS amounts may not agree to the annual total.

NOTE 21. SUBSEQUENT EVENT

On January 13, 2010, we entered into a $350 million revolving credit agreement maturing on January 14, 2013, with Bank of America, N.A., as Administrative Agent. Under the credit agreement interest accrues at a rate equal to, at our option; either (a) a base rate determined by reference to the higher of (1) the agent's prime rate, (2) the federal funds rate plus 1/2 of 1% or (3) the London Interbank Offered Rate ("LIBOR") plus 1.00% or (b) LIBOR plus 2.75%. The margin over LIBOR is variable and is determined based on our debt rating. Among other restrictions, the terms of the credit agreement include negative covenants related to liens and a financial covenant related to the debt-to-EBITDA ratio.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure 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 of December 31, 2009. We have concluded that our disclosure controls and procedures were

i) effective in ensuring that information required to be disclosed is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms; and

ii) effective in ensuring that information required to be disclosed is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Our internal control over financial reporting is a process designed under the supervision of the Chief Executive Officer and Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external purposes in accordance with generally accepted accounting principles. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control—Integrated Framework*, our management concluded that our internal control over financial reporting was effective in providing this reasonable assurance as of December 31, 2009. During the quarter ended December 31, 2009 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.

The effectiveness of our internal control over financial reporting as of December 31, 2009, has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included herein.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information regarding our directors is incorporated herein by reference from the section entitled "Our Board of Directors" of the Proxy Statement for the 2010 Annual Meeting of Stockholders. Our Board of Directors has three standing committees: an Audit Committee, a Compensation Committee and a Nominating and Governance Committee. Each of these committees operates pursuant to a written charter setting out the functions and responsibilities of the committee. The charters for the Audit Committee, the Compensation Committee and the Nominating and Governance Committee of the Board of Directors may be found on our website at www.fmctechnologies.com under "About Us—Corporate Governance" and are also available in print to any stockholder upon request without charge by submitting a written request to Jeffrey W. Carr, Vice President, General Counsel and Secretary, FMC Technologies, Inc., 1803 Gears Road, Houston, Texas 77067. Information concerning audit committee financial experts on the Audit Committee of the Board of Directors is incorporated herein by reference from the section entitled "Committees of the Board of Directors—Audit Committee" of the Proxy Statement for the 2010 Annual Meeting of Stockholders.

Information regarding our executive officers is presented in the section entitled "Executive Officers of the Registrant" in Part I of this Annual Report on Form 10-K.

Information regarding compliance by our directors and executive officers with Section 16(a) of the Securities and Exchange Act of 1934, as amended, is incorporated herein by reference from the section entitled "Section 16(a) Beneficial Ownership Reporting Compliance" of the Proxy Statement for the 2010 Annual Meeting of Stockholders.

We have adopted a code of ethics, which includes provisions that apply to our principal executive officer, principal financial officer, principal accounting officer or controller and other key professionals serving in a finance, accounting, treasury, tax or investor relations role. A copy of our code of ethics may be found on our website at www.fmctechnologies.com under "About Us—Corporate Governance" and is available in print to stockholders without charge by submitting a request to the address set forth above.

ITEM 11. EXECUTIVE COMPENSATION

Information required by this item is incorporated herein by reference from the sections entitled "Director Compensation," "Compensation Committee Interlocks and Insider Participation in Compensation Decisions" and "Executive Compensation" of the Proxy Statement for the 2010 Annual Meeting of Stockholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this item is incorporated herein by reference from the section entitled "Security Ownership of FMC Technologies Management and Holders of More Than Five Percent of Outstanding Shares of Common Stock" of the Proxy Statement for the 2010 Annual Meeting of Stockholders. Additionally, Equity Plan Compensation Information is presented in Item 5 of Part II of this Annual Report on Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this item is incorporated herein by reference from the sections entitled "Transactions with Related Persons" and "Director Independence" of the Proxy Statement for the 2010 Annual Meeting of Stockholders.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this item is incorporated herein by reference from the section entitled "Proposal to Ratify the Appointment of KPMG LLP" of the Proxy Statement for the 2010 Annual Meeting of Stockholders.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Report:

1. Financial Statements and Related Report of Independent Registered Public Accounting Firm:

   Report of Independent Registered Public Accounting Firm

   Consolidated Statements of Income for the Years Ended December 31, 2009, 2008 and 2007

   Consolidated Balance Sheets as of December 31, 2009 and 2008

   Consolidated Statements of Cash Flows for the Years Ended December 31, 2009, 2008 and 2007

   Consolidated Statements of Changes in Stockholders' Equity for the Years Ended December 31, 2009, 2008 and 2007

   Notes to Consolidated Financial Statements

2. Financial Statement Schedule and related Report of Independent Registered Public Accounting Firm:

   See "Schedule II—Valuation and Qualifying Accounts" and the related Report of Independent Registered Public Accounting Firm included herein. All other schedules are omitted because of the absence of conditions under which they are required or because information called for is shown in the consolidated financial statements and notes thereto in Item 8 of this Annual Report on Form 10-K.

3. Exhibits:

   See Index of Exhibits beginning on page 83 of this Annual Report on Form 10-K.

Schedule II—Valuation and Qualifying Accounts

(In thousands)

Description	Balance at Beginning of Period	Additions: Charged to Costs and Expenses	Additions: Charged to Other Accounts (a)	Deductions and Other (b)	Balance at End of Period
Year ended December 31, 2007:					
Allowance for doubtful accounts	$ 3,576	$ 387	$ 507	$ 1,644	$ 2,826
Valuation allowance for deferred tax assets	$ 2,253	$ 733	$ 58	$ 575	$ 2,469
Year ended December 31, 2008:					
Allowance for doubtful accounts	$ 2,826	$ 6,268	$ (1,994)	$ (2,287)	$ 9,387
Valuation allowance for deferred tax assets	$ 2,469	$ 922	$ (86)	$ 1,339	$ 1,966
Year ended December 31, 2009:					
Allowance for doubtful accounts	$ 9,387	$ 3,309	$ 295	$ 4,997	$ 7,994
Valuation allowance for deferred tax assets	$ 1,966	$ 2,050	$ (15)	$ 620	$ 3,381

(a)—"Additions charged to other accounts" includes translation adjustments and allowances acquired through business combinations.
(b)—"Deductions and other" includes write-offs, net of recoveries, and reductions in the allowances credited to expense.

See accompanying Report of Independent Registered Public Accounting Firm.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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)

By: /S/ WILLIAM H. SCHUMANN, III
William H. Schumann, III
Executive Vice President, Chief Financial Officer and Treasurer

Date: March 1, 2010

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

Date	Signature
March 1, 2010	/S/ PETER D. KINNEAR **Peter D. Kinnear** **Chairman, President and Chief Executive Officer** **(Principal Executive Officer)**
March 1, 2010	/S/ WILLIAM H. SCHUMANN, III **William H. Schumann, III** **Executive Vice President, Chief Financial Officer and Treasurer** **(Principal Financial Officer)**
March 1, 2010	/S/ JAY A. NUTT **Jay A. Nutt** **Vice President and Controller** **(Principal Accounting Officer)**
March 1, 2010	/S/ MIKE R. BOWLIN **Mike R. Bowlin,** **Director**
March 1, 2010	/S/ PHILIP J. BURGUIERES **Philip J. Burguieres,** **Director**
March 1, 2010	/S/ C. MAURY DEVINE **C. Maury Devine,** **Director**
March 1, 2010	/S/ DR. THORLEIF ENGER **Dr. Thorleif Enger,** **Director**
March 1, 2010	/S/ CLAIRE S. FARLEY **Claire S. Farley,** **Director**
March 1, 2010	/S/ THOMAS M. HAMILTON **Thomas M. Hamilton,** **Director**

Date	Signature
March 1, 2010	/S/ EDWARD J. MOONEY **Edward J. Mooney,** **Director**
March 1, 2010	/S/ JOSEPH H. NETHERLAND **Joseph H. Netherland,** **Director**
March 1, 2010	/S/ RICHARD A. PATTAROZZI **Richard A. Pattarozzi,** **Director**
March 1, 2010	/S/ JAMES M. RINGLER **James M. Ringler,** **Director**

INDEX OF EXHIBITS

Exhibit No.	Exhibit Description
2.1	Separation and Distribution Agreement by and between FMC Corporation and the Company, dated as of May 31, 2001 (incorporated by reference from Exhibit 2.1 to the Form S-1/A filed on June 6, 2001).
2.2	Separation and Distribution Agreement by and between FMC Technologies and John Bean Technologies Corporation, dated July 31, 2008 (incorporated by reference from Exhibit 2.1 to the Form 8-K filed on August 6, 2008).
3.1	Registrant's Amended and Restated Certificate of Incorporation (incorporated by reference from Exhibit 3.1 to the Quarterly Report on Form 10-Q filed on August 7, 2009).
3.2	Registrant's Amended and Restated Bylaws (incorporated by reference from Exhibit 3.2 to the Quarterly Report on Form 10-Q filed on May 5, 2009).
4.1	Form of Specimen Certificate for the Company's Common Stock (incorporated by reference from Exhibit 4.1 to the Form S-1/A filed on May 4, 2001).
4.2	Preferred Share Purchase Rights Agreement (incorporated by reference from Exhibit 4.2 to the Form S-8 filed on June 14, 2001).
4.2.a	Amendment to Preferred Share Purchase Rights Agreement (incorporated by reference from Exhibit 4.2 to the Form 8-K filed on September 11, 2009).
10.1	Tax Sharing Agreement by and among FMC Corporation and the Company, dated as of May 31, 2001 (incorporated by reference from Exhibit 10.1 to the Form S-1/A filed on June 6, 2001).
10.2	Employee Benefits Agreement by and between FMC Corporation and the Company, dated as of May 30, 2001 (incorporated by reference from Exhibit 10.2 to the Form S-1/A filed on June 6, 2001).
10.3	Transition Services Agreement between FMC Corporation and the Company, dated as of May 31, 2001 (incorporated by reference from Exhibit 10.3 to the Form S-1/A filed on June 6, 2001).
10.4*	Amended and Restated Incentive Compensation and Stock Plan, dated February 25, 2010.
10.4.a*	Form of Grant Agreement for Long Term Incentive Restricted Stock Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (Employee) (incorporated by reference from Exhibit 10.4d to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.b*	Form of Grant Agreement for Long Term Incentive Restricted Stock Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (Non-Employee Director) (incorporated by reference from Exhibit 10.4e to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.c*	Form of Grant Agreement for Key Manager Restricted Stock Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (incorporated by reference from Exhibit 10.4f to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.d*	Form of Grant Agreement for Non-Qualified Stock Option Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (Employee) (incorporated by reference from Exhibit 10.4g to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.e*	Form of Grant Agreement for Non-Qualified Stock Option Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (Non-Employee Director) (incorporated by reference from Exhibit 10.4h to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.f*	Form of Grant Agreement for Stock Appreciation Rights Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (incorporated by reference from Exhibit 10.4i to the Quarterly Report on Form 10-Q filed on May 10, 2005).
10.4.g*	Form of Grant Agreement for Performance Units Grant Pursuant to FMC Technologies, Inc. Incentive Compensation and Stock Plan (incorporated by reference from 10.4j to the Quarterly Report on Form 10-Q filed on May 10, 2005).

Exhibit No.	Exhibit Description
10.4.h*	Form of Long Term Incentive Performance Share Restricted Stock Agreement Pursuant to the FMC Technologies, Inc. Incentive Compensation and Stock Plan (incorporated by reference from 10.4k to the Quarterly Report on Form 10-Q filed on May 9, 2006).
10.4.i*	Form of Long Term Incentive Performance Share Restricted Stock Agreement Pursuant to the FMC Technologies, Inc. Incentive Compensation and Stock Plan.
10.4.j*	Form of Long Term Incentive Restricted Stock Unit Agreement for Employees of FMC Technologies SA Pursuant to the Amended and Restated Incentive Compensation and Stock Plan.
10.5*	Forms of Executive Severance Agreements (incorporated by reference from Exhibit 10.4.i to the Annual Report on Form 10-K filed on February 27, 2009).
10.6*	Amended and Restated FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Program.
10.6.a*	First Amendment to the Amended and Restated FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Program.
10.6.b*	Eighth Amendment to the FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Program (incorporated by reference from Exhibit 10.6h to the Quarterly Report on Form 10-Q filed on November 3, 2009).
10.6.c*	Ninth Amendment to the FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Program.
10.6.d*	Amended and Restated FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6.e*	First Amendment to the Amended and Restated FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6.f*	Sixth Amendment to the FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.7*	Amended and Restated FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan.
10.7.a*	FMC Technologies, Inc. Equivalent Retirement Plan Grantor Trust Agreement.
10.7.b*	First Amendment to the Amended and Restated FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan (incorporated by reference from Exhibit 10.7 to the Quarterly Report on Form 10-Q filed on November 3, 2009).
10.8*	Amended and Restated FMC Technologies, Inc. Savings and Investment Plan.
10.8.a*	FMC Technologies, Inc. Savings and Investment Plan Trust.
10.8.b*	First Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan.
10.8.c*	Ninth Amendment to the FMC Technologies, Inc. Savings and Investment Plan (incorporated by reference from Exhibit 10.8.i to the Quarterly Report on Form 10-Q filed on November 3, 2009).
10.8.d*	Tenth Amendment to the FMC Technologies, Inc. Savings and Investment Plan (incorporated by reference from Exhibit 10.8.j to the Quarterly Report on Form 10-Q filed on November 3, 2009).
10.8.e*	Eleventh Amendment to the FMC Technologies, Inc. Savings and Investment Plan.
10.9*	Amended and Restated FMC Technologies, Inc. Non-Qualified Savings and Investment Plan.
10.9.a*	FMC Technologies, Inc. Non-Qualified Savings and Investment Plan Trust Agreement.
10.9.b*	First Amendment to the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan (incorporated by reference from Exhibit 10.9 to the Quarterly Report on Form 10-Q filed on November 3, 2009).

Exhibit No.	Exhibit Description
10.10	Commercial Paper Dealer Agreement 4(2) Program between Banc of America Securities LLC and the Company, dated as of January 24, 2003.
10.11	Commercial Paper Dealer Agreement 4(2) Program between Wells Fargo Brokerage Services, LLC. and the Company, dated as of December 21, 2007.
10.12	Commercial Paper Dealer Agreement 4(2) Program between J.P. Morgan Securities Inc. and the Company, dated as of March 7, 2008.
10.13	Commercial Paper Dealer Agreement 4(2) Program between Citigroup Global Markets, Inc. and the Company, dated as of January 2010.
10.14	Issuing and Paying Agency Agreement between Wells Fargo Bank, National Association and the Company, dated as of January 3, 2004.
10.15	$600,000,000 Five-Year Credit Agreement dated December 6, 2007, between FMC Technologies, Inc. and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference from Exhibit 10.15 to the Form 8-K filed on December 7, 2007).
10.16	$350,000,000 Credit Agreement dated January 13, 2010, between FMC Technologies, Inc. and Bank of America, N.A., as Administrative Agent (incorporated by reference from Exhibit 10 to the Form 8-K filed on January 15, 2010).
10.17	Tax Sharing Agreement between FMC Technologies, Inc. and John Bean Technologies Corporation, dated July 31, 2008 (incorporated by reference from Exhibit 10.1 to the Form 8-K filed on August 6, 2008).
10.18	Securities Purchase Agreement among FMC Technologies, Inc. and Schilling Robotics, Inc., Schilling Robotics, LLC and Tyler Schilling, dated December 24, 2008 (incorporated by reference from Exhibit 10.15 to the Annual Report on Form 10-K filed on February 27, 2009).
10.19	Unit Holders Agreement among FMC Technologies, Inc., Schilling Robotics, Inc., and Tyler Schilling, dated December 26, 2008 (incorporated by reference from Exhibit 10.16 to the Annual Report on Form 10-K filed on February 27, 2009).
10.20	Amended and Restated Operating Agreement among FMC Technologies, Inc., Schilling Robotics, Inc., Schilling Robotics Newco, LLC, Schilling Robotics, LLC and Tyler Schilling, dated December 26, 2008 (incorporated by reference from Exhibit 10.17 to the Annual Report on Form 10-K filed on February 27, 2009).
10.21	Purchase Agreement, dated September 9, 2009, among FMC Technologies, Inc. and Direct Drive Systems, Inc., ("DDS") each stakeholder in DDS signatory thereto (individually, a "***Seller***" and collectively, the "***Sellers***") and Vatche Artinian as the Sellers' Representative (incorporated by reference from Exhibit 10.10 to the Quarterly Report on Form 10-Q filed on November 3, 2009).
14.1	FMC Technologies, Inc. Code of Business Conduct and Ethics Including Provisions for Principal Executive and Financial Officers (incorporated by reference from Exhibit 10.12 to the Annual Report on Form 10-K filed on March 12, 2004).
21.1	Significant Subsidiaries of the Registrant.
23.1	Consent of Independent Registered Public Accounting Firm.
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.

Exhibit No.	Exhibit Description
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.
**101.INS	XBRL Instance Document
**101.SCH	XBRL Schema Document
**101.CAL	XBRL Calculation Linkbase Document
**101.DEF	XBRL Definition Linkbase Document
**101.LAB	XBRL Label Linkbase Document
**101.PRE	XBRL Presentation Linkbase Document

* Indicates a management contract or compensatory plan or arrangement.
** Furnished herewith

Exhibit 10.4

AMENDED AND RESTATED
FMC TECHNOLOGIES, INC.
INCENTIVE COMPENSATION AND STOCK PLAN

SECTION 1. PURPOSE

The purpose of the Plan is to give the Company a competitive advantage in attracting, retaining and motivating officers, employees, directors and consultants of the Company and its Affiliates.

SECTION 2. DEFINITIONS

2.1 General. For purposes of the Plan, the following terms are defined as set forth below:

(a) ***"Affiliate"*** means a corporation or other entity controlled by, controlling or under common control with the Company, including, without limitation, any corporation, partnership, joint venture or other entity during any period in which at least a fifty percent (50%) voting or profits interest is owned, directly or indirectly, by the Company or any successor to the Company. Solely for purposes of granting Restricted Stock Units pursuant to Section 12 of the Plan, an "Affiliate" also means an entity organized under French law, in which the Company holds directly or indirectly at least ten percent (10%) of the share capital of such entity, each such entity hereinafter referred to as a "**French Entity**".

(b) ***"Annual Retainer"*** means the retainer fee established by the Board and paid to a Non-Employee Director for services on the Board for a specified year.

(c) ***"Award"*** means a Management Incentive Award, Stock Option, Stock Appreciation Right, Performance Unit, Stock Unit, Restricted Stock or other award authorized under the Plan.

(d) ***"Award Cycle"*** means a period of consecutive fiscal years or portions thereof designated by the Committee over which Awards are to be earned.

(e) ***"Board"*** means the Board of Directors of the Company.

(f) ***"Business Unit"*** means a unit of the business of the Company or its Affiliates as determined by the Committee and the CEO.

(g) ***"Capital Employed"*** means operating working capital plus net property, plant and equipment.

(h) ***"Cause"*** means (1) "Cause" as defined in any Individual Agreement to which the participant is a party, or (2) if there is no such Individual Agreement, or, if it does not define "Cause": (A) the participant having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law; (B) the willful and continued failure on the part of the participant to substantially perform his or her employment duties in any material respect (other than such failure resulting from Disability), after a written demand for substantial performance is delivered to the participant that specifically identifies the manner in which the Company believes the participant has failed to perform his or her duties, and after the participant has failed to resume substantial performance of his or her duties within thirty (30) days of such demand; or (C) willful and deliberate conduct on the part of the participant that is materially injurious to the Company or an Affiliate; or (D) prior to a Change in Control, such other events as will be determined by the Committee. The Committee will, unless otherwise provided in an Individual Agreement with the participant, determine whether "Cause" exists.

(i) ***"CEO"*** means the Company's chief executive officer.

(j) ***"Change in Control"*** and ***"Change in Control Price"*** have the meanings set forth in Sections 15.2 and 15.3, respectively.

(k) ***"Code"*** means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(l) ***"Committee"*** means the Compensation and Organization Committee of the Board, or such other committee as the Board may from time to time designate.

(m) ***"Common Stock"*** means (1) the common stock of the Company, par value $.01 per share, subject to adjustment as provided in Section 4.1 Shares Available for Issuance; or (2) if there is a merger or consolidation and the Company is not the surviving corporation, the capital stock of the surviving corporation given in exchange for such common stock of the Company.

(n) ***"Company"*** means FMC Technologies, Inc., a Delaware corporation.

(o) ***"Covered Employee"*** means a participant who has received a Management Incentive Award, Restricted Stock, Performance Units, Stock Units or Restricted Stock Units, who has been designated as such by the Committee and who is or may be a "covered employee" within the meaning of Section 162(m)(3) of the Code in the year in which the Management Incentive Award, Restricted Stock or Performance Units are expected to be taxable to such participant.

(p) ***"Disability"*** means, unless otherwise provided by the Committee, (1) "Disability" as defined in any Individual Agreement to which the participant is a party, or (2) if there is no such Individual Agreement, or, if it does not define "Disability," permanent and total disability as determined under the Company's long-term disability plan.

(q) ***"Distribution"*** means FMC's distribution of its interest in the Company.

(r) ***"Dividend Equivalent Rights"*** means the right to receive cash, Stock Options, Restricted Stock, Performance Units, Stock Units or Restricted Stock Units as determined by the Committee, in an amount equal to any dividends that would have been paid on a Stock Option, Restricted Stock, Performance Unit, Stock Units or Restricted Stock Units as applicable, with Dividend Equivalent Rights if such Stock Option, Restricted Stock, Performance Unit, Stock Units or Restricted Stock Units as applicable, was a share of Common Stock held by the participant on the dividend payment date. Unless the Committee determines that Dividend Equivalent Rights will be paid in cash as of the dividend payment date, such Dividend Equivalent Rights, once credited, will be converted into an equivalent number of Stock Options, shares of Restricted Stock, Performance Units, Stock Units or Restricted Stock Units as applicable; provided, however, that the number of shares subject to any Award will always be a whole number. Unless otherwise determined by the Committee as of the dividend payment date, if a dividend is paid in cash, the number of Stock Options, shares of Restricted Stock, Performance Units, Stock Units or Restricted Stock Units into which a Dividend Equivalent Right will be converted will be calculated as of the dividend payment date, in accordance with the following formula:

$$(A \times B)/C$$

in which "A" equals the number of Stock Options, shares of Restricted Stock, Performance Units, Stock Units or Restricted Stock Units with Dividend Equivalent Rights held by the participant on the dividend payment date, "B" equals the cash dividend per share and "C" equals the Fair Market Value per share of Common Stock on the dividend payment date. Unless otherwise determined by the Committee as of the dividend payment date, if a dividend is paid in property other than cash, the number of Stock Options, shares of Restricted Stock Performance Units, Stock Units or Restricted Stock Units as applicable into which a Dividend Equivalent Right will be converted will be calculated, as of the dividend payment date, in accordance with the formula set forth above, except that "B" will equal the fair market value per share of the property which the participant would have received if the Stock Option, share of Restricted Stock

Performance Unit, Stock Unit or Restricted Stock Unit as applicable, with Dividend Equivalent Rights held by the participant on the dividend payment date was a share of Common Stock.

(s) ***"Effective Date"*** means February 16, 2001, the date the Plan was adopted by the Board, subject to the approval by at least a majority of the holders of outstanding shares of Common Stock of the Company.

(t) ***"Eligible Individuals"*** means officers, employees, directors and consultants of the Company or any of its Affiliates, and prospective employees, directors and consultants who have accepted offers of employment, membership on a board or consultancy from the Company or its Affiliates, who are or will be responsible for or contribute to the management, growth or profitability of the business of the Company or its Affiliates, as determined by the Committee.

(u) ***"Exchange Act"*** means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.

(v) ***"Expiration Date"*** means the date on which an Award becomes unexercisable and/or not payable by reason of lapse of time or otherwise as provided in Section 6.2 Expiration Date.

(w) ***"Fair Market Value"*** means, except as otherwise provided by the Committee, as of any given date, the closing price for the shares on the New York Stock Exchange for the specified date (as of 4 p.m. Eastern Standard Time or Eastern Daylight Savings Time, whichever is then in effect), or, if the shares were not traded on the New York Stock Exchange on such date, then on the next preceding date on which the shares were traded, all as reported by such source as the Committee may select.

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

(y) ***"Grant Date"*** means the date designated by the Committee as the date of grant of an Award.

(z) ***"Incentive Stock Option"*** means any Stock Option designated as, and qualified as, an "incentive stock option" within the meaning of Section 422 of the Code.

(aa) ***"Individual Agreement"*** means a severance, employment, consulting or similar agreement between a participant and the Company or one of its Affiliates.

(bb) ***"IPO"*** means the initial registered public offering by the Company of shares of Common Stock of the Company.

(cc) ***"Management Incentive Award"*** means an Award of cash, Common Stock, Restricted Stock or a combination of cash, Common Stock and Restricted Stock, as determined by the Committee.

(dd) ***"Net Contribution"*** means for a Business Unit, its operating profit after-tax, less the product of (1) a percentage as determined by the Committee; and (2) the Business Unit's Capital Employed.

(ee) ***"Non-Employee Director"*** means each director of the Company who is not otherwise an employee of the Company or its Affiliates.

(ff) ***"Nonqualified Stock Option"*** means any Stock Option that is not an Incentive Stock Option.

(gg) ***"Notice"*** means the written evidence of an Award granted under the Plan in such form as the Committee will from time to time determine.

(hh) ***"Performance Goals"*** means the performance goals established by the Committee in connection with the grant of Management Incentive Awards, Restricted Stock, Performance Units, Stock Units or Restricted Stock Units as set forth in the Notice. In the case of Qualified Performance-Based Awards, Performance Goals will be set by the Committee within the time period prescribed by Section 162(m) of the Code and related regulations, The performance goals upon which the payment or vesting of an Award to a Covered Employee that is intended to qualify as performance-based compensation shall be limited to one or more of the following performance measures: net revenue; net earnings (before or after taxes); operating earnings or income; absolute and/or relative return measures (including, but not limited to, return on assets, capital, invested capital, net contribution, equity, sales, or revenue); earnings per share; cash flow (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment); net operating profits; earnings before or after taxes, interest, depreciation, and/or amortization; earning as a percentage of sales; earnings growth before or after taxes, interest, depreciation, and/or amortization; gross, operating, or net margins; revenue growth; book value per share; stock price (including, but not limited to, growth measures and total shareholder return); economic value added; customer satisfaction; market share; working capital; productivity ratios; operating goals (including, but not limited to, safety, reliability, maintenance expenses, capital expenses, customer satisfaction, operating efficiency, and employee satisfaction); and performance relative to peer companies, each of which may be established on a corporate-wide basis or established with respect to one or more operating units, divisions, acquired businesses, minority investments, partnerships or joint ventures.

(ii) ***"Performance Units"*** means an Award granted under Section 12 Performance Units

(jj) ***"Plan"*** means the FMC Technologies, Inc. Incentive Compensation and Stock Plan, as set forth herein and as hereinafter amended from time to time.

(kk) ***"Qualified Performance-Based Award"*** means a Management Incentive Award, an Award of Restricted Stock, an Award of Performance Units, an Award of Stock Units or an Award of Restricted Stock Units designated as such by the Committee, based upon a determination that (1) the recipient is or may be a Covered Employee; and (2) the Committee wishes such Award to qualify for the Section 162(m) Exemption.

(ll) ***"Restricted Stock"*** means an Award granted under Section 11 Restricted Stock.

(mm) ***"Section 162(m) Exemption"*** means the exemption from the limitation on deductibility imposed by Section 162(m) of the Code that is set forth in Section 162(m)(4)(C) of the Code.

(nn) ***"Separation from Service"*** means the cessation of a Non-Employee Director's service on the Board. Temporary absences from service on the Board for a period not to exceed six (6) consecutive months because of illness, vacation or leave of absence will not be considered a Separation from Service.

(oo) ***"Stock Appreciation Right"*** means an Award granted under Section 10 Stock Appreciation Rights.

(pp) ***"Stock Option"*** means an Award granted under Section 9 Stock Options.

(qq) **"Stock Units or Restricted Stock Units"** means an Award granted under Section 12 Performance Units, Stock Units or Restricted Stock Units, and includes French Restricted Stock Units granted pursuant to Appendix A of the Plan.

(rr) ***"Termination of Employment"*** means the termination of the participant's employment with, or performance of services for, the Company and any of its Affiliates. Temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Affiliates will not be considered a Termination of Employment.

(ss) ***"Vesting Date"*** means the date on which an Award becomes vested, and, if applicable, fully exercisable and/or payable by or to the participant as provided in Section 6.3 Vesting.

2.2 Other Definitions. In addition, certain other terms used herein have definitions given to them in the first place in which they are used.

SECTION 3. ADMINISTRATION

3.1 Committee Administration. The Committee is the administrator of the Plan. Among other things, the Committee has the authority, subject to the terms of the Plan:

(a) To select the Eligible Individuals to whom Awards are granted;

(b) To determine whether and to what extent Awards are granted;

(c) To determine the amount of each Award;

(d) To determine the terms and conditions of any Award, including, but not limited to, the option price, any vesting condition, restriction or limitation regarding any Award and the shares of Common Stock relating thereto, based on such factors as the Committee will determine;

(e) To modify, amend or adjust the terms and conditions of any Award, at any time or from time to time, to the extent that such modification, amendment, or adjustment does not conflict with Section 409A of the Code.

(f) To determine to what extent and under what circumstances Common Stock and other amounts payable with respect to an Award will be deferred, to the extent that such deferral does not conflict with Section 409A of the Code and

(g) To determine under what circumstances an Award may be settled in cash or Common Stock or a combination of cash and Common Stock.

The Committee has the authority to adopt, alter and repeal administrative rules, guidelines and practices governing the Plan, to interpret the terms and provisions of the Plan, any Award, any Notice and any other agreement relating to any Award and to take any action it deems appropriate for the administration of the Plan.

3.2 Committee Action. The Committee may act only by a majority of its members then in office unless it allocates or delegates its authority to a Committee member or other person to act on its behalf. Except to the extent prohibited by applicable law or applicable rules of a stock exchange, the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any other person or persons. Any such allocation or delegation may be revoked by the Committee at any time.

Any determination made by the Committee or its delegate with respect to any Award will be made in the sole discretion of the Committee or such delegate. All decisions of the Committee or its delegate are final, conclusive and binding on all parties.

3.3 Board Authority. Any authority granted to the Committee may also be exercised by the full Board. To the extent that any permitted action taken by the Board conflicts with action taken by the Committee, the Board action will control. Notwithstanding anything herein to the contrary, the Board is the administrator of the portion of the Plan applicable to Non-Employee Directors.

SECTION 4. SHARES

4.1 Shares Available For Issuance. The maximum number of shares of Common Stock that may be delivered to participants and their beneficiaries under the Plan will be 24,000,000 (after giving effect to the two-for-one stock split on August 31, 2007). Shares subject to an Award under the Plan may be authorized and unissued shares or may be treasury shares.

The maximum number of shares of Common Stock that may be subject to Management Incentive Awards, Restricted Stock, Performance Units, Stock Units or Restricted Stock Units is 16,000,000 (after giving effect to the two-for-one stock split on August 31, 2007).

No Award will be counted against the shares available for delivery under the Plan if the Award is payable to the participant only in the form of cash, or if the Award is paid to the participant in cash.

If any Award is forfeited, or if any Stock Option (and any related Stock Appreciation Right) terminates, expires or lapses without being exercised, or if any Stock Appreciation Right is exercised for cash, the shares of Common Stock subject to such Awards will again be available for delivery in connection with Awards under the Plan. If the option price of any Stock Option granted under the Plan is satisfied by delivering shares of Common Stock to the Company (by either actual delivery or by attestation), only the number of shares of Common Stock delivered to the participant, net of the shares of Common Stock delivered or attested to, will be deemed delivered for purposes of determining the maximum numbers of shares of Common Stock available for delivery under the Plan. To the extent any shares of Common Stock subject to an Award are not delivered to a participant because such shares are used to satisfy an applicable tax-withholding obligation, such shares will not be deemed to have been delivered for purposes of determining the maximum number of shares of Common Stock available for delivery under the Plan.

In the event of any corporate event or transaction, (including, but not limited to, a change in the number of shares of Common Stock outstanding), such as a stock split, merger, consolidation, separation, including a spin-off or other distribution of stock or property of the Company, any reorganization (whether or not such reorganization comes within the definition of such term in Section 368 of the Code) or any partial or complete liquidation of the Company, the Committee shall make such substitution or adjustments in the aggregate number, kind, and price of shares reserved for issuance under the Plan, and the maximum limitation upon any Awards to be granted to any participant, in the number, kind and price of shares subject to outstanding

Awards granted under the Plan and/or such other equitable substitution or adjustments as it may determines are required to accomplish the same; provided, however, that the number of shares subject to any Award will always be a whole number. Such adjusted price will be used to determine the amount payable in cash or shares, as applicable, by the Company upon the exercise of any Award. Any such adjustment to an Award may be made to the extent that such adjustment does not conflict with Section 409A of the Code.

4.2 Individual Limits. No participant may be granted Stock Options and Stock Appreciation Rights covering in excess of 2,400,000 shares (after giving effect to the two-for-one stock split on August 31, 2007) of Common Stock in any calendar year. The maximum aggregate amount with respect to each Management Incentive Award, Award of Performance Units, Award of Restricted Stock, Award of Stock Units or Award of Restricted Stock Units that may be granted, or, that may vest, as applicable, in any calendar year for any individual participant is 2,400,000 shares (after giving effect to the two-for-one stock split on August 31, 2007) of Common Stock, or the dollar equivalent of 2,400,000 shares (after giving effect to the two-for-one stock split on August 31, 2007) of Common Stock.

SECTION 5. ELIGIBILITY

Awards may be granted under the Plan to Eligible Individuals. Incentive Stock Options may be granted only to employees of the Company and its subsidiaries or parent corporation (within the meaning of Section 424(f) of the Code). The maximum number of Shares of the Share Authorization that may be issued pursuant to Incentive Stock Options under the Plan shall be 24,000,000.

SECTION 6. TERMS AND CONDITIONS OF AWARDS

6.1 General. Awards will be in the form and upon the terms and conditions as determined by the Committee, subject to the terms of the Plan. The Committee is authorized to grant Awards independent of, or in addition to other Awards granted under the Plan. The terms and conditions of each Award may vary from other Awards. Awards will be evidenced by Notices, the terms and conditions of which will be consistent with the terms of the Plan and will apply only to such Award.

6.2 Expiration Date. Unless otherwise provided in the Notice, the Expiration Date of an Award will be the earlier of the date that is ten (10) years after the Grant Date or the date of the participant's Termination of Employment.

6.3 Vesting. Each Award vests and becomes fully payable, exercisable and/or released of any restriction on the Vesting Date. The Vesting Date of each Award, as determined by the Committee, will be set forth in the Notice. Prior to the Vesting Date, an Award remains subject to a substantial risk of forfeiture.

SECTION 7. QUALIFIED PERFORMANCE-BASED AWARDS

The Committee may designate a Management Incentive Award, or an Award of Restricted Stock or an Award of Performance Units or an Award of Stock Units or an Award or Restricted Stock Units as a Qualified Performance-Based Award, in which case, the Award is contingent upon the attainment of Performance Goals, and, as a result, remains subject to a substantial risk of forfeiture until the attainment of such Performance Goals.

SECTION 8. MANAGEMENT INCENTIVE AWARDS

8.1 Management Incentive Awards. The Committee is authorized to grant Management Incentive Awards, subject to the terms of the Plan. Notices for Management Incentive Awards will indicate the Award Cycle, any applicable Performance Goals, any applicable designation of the Award as a Qualified Performance-Based Award and the form of payment of the Award.

8.2 Settlement. As soon as practicable after the later of the Vesting Date and the date any applicable Performance Goals are satisfied, but in any event within seventy (70) days following the later of such events, Management Incentive Awards will be paid to the participant in cash, Common Stock, Restricted Stock or a combination of cash, Common Stock and Restricted Stock, as determined by the Committee. The number of shares of Common Stock payable under the stock portion of a Management Incentive Award will equal the amount of such portion of the award divided by the Fair Market Value of the Common Stock on the date of payment.

SECTION 9. STOCK OPTIONS

9.1 Stock Options. The Committee is authorized to grant Stock Options, including both Incentive Stock Options and Nonqualified Stock Options, subject to the terms of the Plan. Notices will indicate whether the Stock Option is intended to be an Incentive Stock Option or a Nonqualified Stock Option, the option price, the term and the number of shares to which it pertains. To the extent that any Stock Option is not designated as an Incentive Stock Option, or, even if so designated does not qualify as an Incentive Stock Option on or subsequent to its Grant Date, it will constitute a Nonqualified Stock Option.

9.2 Option Price. The option price per share of Common Stock purchasable under a Stock Option will be determined by the Committee and will not be less than the Fair Market Value of the Common Stock subject to the Stock Option on the Grant Date, except as provided under Section 4.1.

9.3 Incentive Stock Options. The terms of the Plan addressing Incentive Stock Options and each Incentive Stock Option will be interpreted in a manner consistent with Section 422 of the Code and all valid regulations issued thereunder.

9.4 Exercise. Stock Options will be exercisable at such time or times and subject to the terms and conditions set forth in the Notice. A participant can exercise a Stock Option, in whole or in part, at any time on or after the Vesting Date and before the Expiration Date by giving written notice of exercise to the Company specifying the number of shares of Common Stock subject to the Stock Option to be purchased. Such notice will be accompanied by payment in full to the Company of the option price by certified or bank check or such other cash equivalent instrument as the Company may accept. If approved by the Committee, payment in full or in part may also be made in the form of Common Stock (by delivery of such shares or by attestation) already owned by the optionee of the same class as the Common Stock subject to the Stock Option, based on the Fair Market Value of the Common Stock on the date the Stock Option is exercised.

9.5 Settlement. As soon as practicable after the exercise of a Stock Option, the Company will deliver to or on behalf of the optionee certificates of Common Stock for the number of shares purchased. No shares of Common Stock will be issued until full payment therefor has been made. An optionee will have all of the rights of a stockholder of the Company holding Common Stock, including, but not limited to, the right to vote the shares and the right to receive dividends, when the optionee has given written notice of exercise, has paid in full for such shares and, if requested, has given the representation described in Section 19 General Provisions. The Committee may give optionees Dividend Equivalent Rights, provided, if a Dividend Equivalent Right is granted, such grant cannot be conditioned on the grantee exercising the underlying option.

9.6 Nontransferability. No Stock Option will be transferable by the optionee other than by will or by the laws of descent and distribution. All Stock Options will be exercisable, subject to the terms of the Plan, only by the optionee, the guardian or legal representative of the optionee, or any person to whom such Stock Option is transferred pursuant to this paragraph, it being understood that the term "holder" and "optionee" include such guardian, legal representative and other transferee. No Stock Option will be subject to execution, attachment or other similar process.

Notwithstanding anything herein to the contrary, the Committee may permit a participant at any time prior to his or her death to assign all or any portion without consideration therefor of a Nonqualified Stock Option to:

(a) The participant's spouse or lineal descendants;

(b) The trustee of a trust for the primary benefit of the participant and his or her spouse or lineal descendants, or any combination thereof;

(c) A partnership of which the participant, his or her spouse and/or lineal descendants are the only partners;

(d) Custodianships under the Uniform Transfers to Minors Act or any other similar statute; or

(e) Upon the termination of a trust by the custodian or trustee thereof, or the dissolution or other termination of the family partnership or the termination of a custodianship under the Uniform Transfers to Minor Act or any other similar statute, to the person or persons who, in accordance with the terms of such trust, partnership or custodianship are entitled to receive the Nonqualified Stock Option held in trust, partnership or custody.

In such event, the spouse, lineal descendant, trustee, partnership or custodianship will be entitled to all of the participant's rights with respect to the assigned portion of the Nonqualified Stock Option, and such portion will continue to be subject to all of the terms, conditions and restrictions applicable to the Nonqualified Stock Option.

9.7 Cashing Out. On receipt of written notice of exercise, the Committee may elect to cash out all or part of the portion of the shares of Common Stock for which a Stock Option is being exercised by paying the optionee an amount, in cash or Common Stock, equal to the excess of the Fair Market Value of the Common Stock over the option price times the number of shares of Common Stock for which the Stock Option is being exercised on the effective date of such cash-out. In addition, notwithstanding any other provision of the Plan, the Committee, either on the Grant Date or thereafter, may give a participant the right to voluntarily cash-out the participant's outstanding Stock Options during the seventy (70)-day period following a Change in Control. A participant who has such a cash-out right and elects to cash-out Stock Options may do so during the seventy (70)-day period following a Change in Control by giving notice to the Company to elect to surrender all or part of the Stock Option to the Company and to receive cash, within thirty (30) days of such election, in an amount equal to the amount by which the Change in Control Price per share of Common Stock on the date of such election exceeds the exercise price per share of Common Stock under the Stock Option multiplied by the number of shares of Common Stock granted under the Stock Option as to which this cash-out right is exercised.

9.8 Term of Options. Each Option granted to a participant shall expire at such time as the Committee shall determine at the time of grant; provided, however, no Option shall be exercisable later than the tenth (10th) anniversary date of its grant.

SECTION 10. STOCK APPRECIATION RIGHTS

10.1 Stock Appreciation Rights. The Committee is authorized to grant Stock Appreciation Rights, subject to the terms of the Plan. Stock Appreciation Rights granted with a Nonqualified Stock Option may be granted either on or after the Grant Date. Stock Appreciation Rights granted with an Incentive Stock Option may be granted only on the Grant Date of such Stock Option. Notices of Stock Appreciation Rights granted with Stock Options may be incorporated into the Notice of the Stock Option. Notices of Stock Appreciation Rights will

indicate whether the Stock Appreciation Right is independent of any Award or granted with a Stock Option, the price, the term, the method of exercise and the form of payment. The grant of a Stock Appreciation Right shall be at a price per share that is at least equal to the Fair Market Value of a share of Common Stock as of the Grant Date of such Appreciation Right.

10.2 Exercise. A participant can exercise Stock Appreciation Rights, in whole or in part, at any time after the Vesting Date and before the Expiration Date, or, with respect to Stock Appreciation Rights granted in connection with any Stock Option, at such time or times and to the extent that the Stock Options to which they relate are exercisable, by giving written notice of exercise to the Company specifying the number of Stock Appreciation Rights to be exercised. A Stock Appreciation Right granted with a Stock Option may be exercised by an optionee by surrendering any applicable portion of the related Stock Option in accordance with procedures established by the Committee. To the extent provided by the Committee, Stock Options which have been so surrendered will no longer be exercisable to the extent the related Stock Appreciation Rights have been exercised.

10.3 Settlement. As soon as practicable after the exercise of a Stock Appreciation Right, an optionee will be entitled to receive an amount in cash, shares of Common Stock or a combination of cash and shares of Common Stock, as determined by the Committee, in value equal to the excess of the Fair Market Value on the date of exercise of one share of Common Stock over the Stock Appreciation Right price per share multiplied by the number of shares in respect of which the Stock Appreciation Right is being exercised. Upon the exercise of a Stock Appreciation Right granted with any Stock Option, the Stock Option or part thereof to which such Stock Appreciation Right is related will be deemed to have been exercised for the purpose of the limitation set forth in Section 4 Shares on the number of shares of Common Stock to be issued under the Plan, but only to the extent of the number of shares delivered upon the exercise of the Stock Appreciation Right.

10.4 Nontransferability. Stock Appreciation Rights will be transferable only to the extent they are granted with any Stock Option, and only to permitted transferees of such underlying Stock Option in accordance with the Nontransferability provisions of Section 9.

10.5 Term of Stock Appreciation Right. Each Stock Appreciation right granted to a participant shall expire at such time as the Committee shall determine at the time of grant; however, no Stock Appreciation Right shall be exercisable later than the tenth (10^{th}) anniversary date of its grant.

SECTION 11. RESTRICTED STOCK

11.1 Restricted Stock. The Committee is authorized to grant Restricted Stock, subject to the terms of the Plan. Notices for Restricted Stock may be in the form of a Notice and book-entry registration or issuance of one or more stock certificates. Any certificate issued in respect of shares of Restricted Stock will be registered in the name of such participant and will bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

"The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions, including, but not limited to, forfeiture of the FMC Technologies, Inc. Incentive Compensation and Stock Plan and a Restricted Stock Notice. Copies of such Plan and Notice are on file at the offices of FMC Technologies, Inc."

The Committee may require that the certificates evidencing such shares be held in custody by the Company until the restrictions thereon will have lapsed and that, as a condition of any Award of Restricted Stock, the participant will have delivered a stock power, endorsed in blank, relating to the Common Stock covered by such Award. The Notice or certificates will indicate any applicable Performance Goals, any applicable designation of the Restricted Stock as a Qualified Performance-Based Award and the form of payment.

11.2 Participant Rights. Subject to the terms of the Plan and the Notice or certificate of Restricted Stock, the participant will not be permitted to sell, assign, transfer, pledge or otherwise encumber shares of Restricted Stock until the later of the Vesting Date and the date any applicable Performance Goals are satisfied. Except as provided in the Plan and the Notice or certificate of the Restricted Stock, the participant will have, with respect to the shares of Restricted Stock, Dividend Equivalent Rights, if so granted.

11.3 Settlement. As soon as practicable after the later of the Vesting Date and the date any applicable Performance Goals are satisfied and prior to the Expiration Date, unlegended certificates for such shares of Common Stock will be delivered to the participant upon surrender of any legended certificates, if applicable.

SECTION 12. PERFORMANCE UNITS, STOCK UNITS OR RESTRICTED STOCK UNITS

12.1 Performance Units, Stock Units or Restricted Stock Units. The Committee is authorized to grant Performance Units, French Restricted Stock Units, Stock Units or Restricted Stock Units, subject to the terms of the Plan. French Restricted Stock Units shall be granted pursuant to provisions contained in Appendix A of the Plan. Except for Sections 8 through 11 of the Plan, which have no application to French Restricted Stock Units, French Restricted Stock Units shall be subject to the terms of the Plan and the terms of Appendix A of the Plan. Notices of Performance Units will indicate any applicable Performance Goals, any applicable designation of the Award as a Qualified Performance-Based Award and the form of payment.

12.2 Settlement. Except as otherwise provided in Section 14, as soon as practicable after the later of the Vesting Date and the date any applicable Performance Goals are satisfied, but in any event within seventy (70) days following the later of such events, Performance Units, Stock Units or Restricted Stock Units will be paid in the manner as provided in the Notice. Payment of Performance Units, Stock Units or Restricted Stock Units will be made in an amount of cash equal to the Fair Market Value of one share of Common Stock multiplied by the number of Performance Units, Stock Units or Restricted Stock Units earned or, if applicable, in a number of shares of Common Stock equal to the number of Performance Units, Stock Units or Restricted Stock Units earned, each as determined by the Committee. Notwithstanding the preceding to the contrary, French Restricted Stock Units shall be settled pursuant to the terms of Appendix A of the Plan.

SECTION 13. OTHER AWARDS

The Committee is authorized to make, either alone or in conjunction with other Awards, Awards of cash or Common Stock and Awards that are valued in whole or in part by reference to, or are otherwise based upon, Common Stock, including, without limitation, convertible debentures.

SECTION 14. NON-EMPLOYEE DIRECTOR AWARDS

14.1 Annual Retainer. Each Non-Employee Director will receive an Annual Retainer in such amount as will be determined from time to time by the Board. Until changed by resolution of the Board, the Grant Date of the Annual Retainer will be May 1 of each year, and the amount of the Annual Retainer will be reviewed and adjusted only by Board resolution. At least $25,000 of the retainer may be paid in the form of Stock Units or Restricted Units on the Grant Date, provided the Non-Employee Director makes an irrevocable election to receive such Stock Units or Restricted Stock Units in lieu of cash on or before December 31 of the year prior to the fiscal year in which the Annual Retainer is to be earned, and the remainder of which will be paid in cash in quarterly installments within seventy (70) days following the end of each calendar quarter. The number of Stock Units or Restricted Stock Units constituting the Annual Retainer for each Non-Employee Director will be equal to the number obtained by dividing the value of the retainer which the Non-Employee Director has elected to defer by the Fair Market Value of the Common Stock on the Grant Date.

14.2 Annual Award. In addition to the Annual Retainer, the Board has the authority to grant Non-Employee Directors Stock Options, Restricted Stock, Stock Units or Restricted Stock Units, subject to the terms of the Plan.

14.3 Meeting Fees. Each Non-Employee Director will receive a meeting fee in such amount as will be determined from time to time by the Board for attending each meeting of the Board and its committees, including extraordinary and special meetings. The meeting fee will be reviewed by the Board and may only be changed by a resolution of the Board. It is payable in cash within seventy (70) days following the end of each calendar quarter.

14.4 Committee Chairman Fees. Each Non-Employee Director who serves as a chairman of a committee of the Board will receive a committee chairman fee in such amount as determined by the Board for the tenure of such service. The Committee chairmen fee may vary among the committees and may only be changed upon a resolution of the Board. It is payable in cash in quarterly installments within seventy (70) days following the end of each calendar quarter.

14.5 Vesting. Awards granted to Non-Employee Directors, including the portion of the Annual Retainer paid in the form of Stock Units or Restricted Stock Units under Section 14.1, will have a Vesting Date as determined by the Board. Unless otherwise provided in the Award, such Vesting Date will be the date of the Company's annual stockholder's meeting next following the Grant Date.

14.6 Separation from Service. Except as provided below, if a Non-Employee Director has a Separation from Service prior to the Vesting Date of a Stock Unit or Restricted Stock Unit, any unvested Stock Units or Restricted Stock Units are forfeited and all further rights of the Non-Employee Director to or with respect to such Stock Units or Restricted Stock Units terminate. If a Non-Employee Director dies while serving as a director of the Company, any vested Stock Units or Restricted Stock Units will be paid to the person designated in the Non-Employee Director's last will and testament or, in the absence of such designation, to his or her estate. Upon death or disability, any unvested Stock Units or Restricted Stock Units will vest and become payable in a proportionate amount, based upon the full months of service completed during the vesting period from the Grant Date to the date of death or disability. Any unvested Stock Units or Restricted Stock Units vest and become immediately payable upon a Change in Control. For purposes of this section 14.6, the term disability shall have such meaning as is set forth under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

14.7 Settlement. Payments with respect to Stock Units or Restricted Stock 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, but in any event within seventy (70) days following such Separation from Service. Stock Units or Restricted Stock 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 Stock Units or Restricted Stock Units will also be made in shares of Common Stock upon the occurrence of a Change in Control.

SECTION 15. CHANGE IN CONTROL

15.1 Impact of Change in Control. Notwithstanding any other provision of the Plan to the contrary, in the event of a Change in Control, as of the date such Change in Control is determined to have occurred, any outstanding:

(a) Stock Options and Stock Appreciation Rights become fully exercisable and vested to the full extent of the original grant;

(b) Restricted Stock becomes free of all restrictions and becomes fully vested and transferable to the full extent of all or a portion of the maximum amount of the original grant as provided in the Notice, or, if not provided in the Notice, as determined by the Committee;

(c) Stock Units and Restricted Stock Units are considered earned and payable to the full extent of all or a portion of the maximum amount of the original grant as provided in the Notice, or, if not provided in the Notice, as determined by the Committee, any restrictions lapse and such Stock Units or Restricted Stock Units will be settled in cash or Common Stock, as determined by the Committee, as promptly as is practicable following the Change in Control; and

(d) Management Incentive Awards become fully vested to the full extent of all or a portion of the maximum amount of the original grant as provided in the Notice, or, if not provided in the Notice, as determined by the Committee, and such Management Incentive Awards will be settled in cash or Common Stock, as determined by the Committee, as promptly as is practicable following the Change in Control.

The Committee may also make additional substitutions, adjustments and/or settlements of outstanding Awards as it deems appropriate and consistent with the Plan's purposes.

15.2 Definition of Change in Control. For purposes of the Plan, a "Change in Control" means either a "Change in Ownership," a "Change in Effective Control," or a "Change in Ownership of a Substantial Portion of Assets," as defined below:

"Change in Ownership": A Change in Ownership of the Company occurs on the date that any one person, or more than one Person Acting as a Group (as defined below), acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company. However, if any one person or more than one Person Acting as a Group, is considered to own more than 50% of the total fair market value or total voting power of the stock of the Company, the acquisition of additional stock by the same person or persons is not considered to cause a Change in Ownership of the Company (or to cause a Change in Effective Control of the Company). An increase in the percentage of stock owned by any one person, or Persons Acting as a Group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock. This applies only when there is a transfer of stock of the Company (or issuance of stock of the Company) and stock in the Company remains outstanding after the transaction.

Persons Acting as a Group: Persons will not be considered to be acting as a group solely because they (i) purchase or own stock of the same corporation at the same time, or as a result of the

same public offering, or (ii) purchase assets of the same corporation at the same time. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or assets, or similar business transaction with the Company. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock or assets, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

"Change in Effective Control": A Change in Effective Control of the Company occurs on the date that either –

(i) Any one person, or more than one Person Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company; or

(ii) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election.

A Change in Effective Control will have occurred only if the Covered Employee is employed by the Company or an Affiliate upon the date of the Change in Effective Control or the Company is liable for the payment of the benefits hereunder and no other corporation is a majority shareholder of the Company. Further, in the absence of an event described in paragraph (i) or (ii), a Change in Effective Control of the Company will not have occurred.

Acquisition of additional control: If any one person, or more than one Person Acting as a Group, is considered to effectively control the Company, the acquisition of additional control of the Company by the same person or persons is not considered to cause a Change in Effective Control of the Company (or to cause a Change in Ownership of the Company).

"Change in Ownership of a Substantial Portion of Assets": A Change in Ownership of a Substantial Portion of Assets occurs on the date that any one person, or more than one Person Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Transfers to a related person: There is no Change in Control when there is a transfer to an entity that is controlled by the shareholders of the Company immediately after the transfer. A transfer of assets by the Company is not treated as a Change of Ownership of a Substantial Portion of Assets if the assets are transferred to –

(i) A shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;

(ii) An entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company;

(iii) A person, or more than one Person Acting as a Group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company; or

(iv) An entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a person described in paragraph (iii).

A person's status is determined immediately after the transfer of the assets. For example, a transfer to a corporation in which the Company has no ownership interest before the transaction, but which is a majority-owned subsidiary of the Company after the transaction is not treated as a Change in Ownership of a Substantial Portion of Assets of the Company.

15.3 Change in Control Price. For purposes of the Plan, "Change in Control Price" means the higher of (a) the highest reported sales price, regular way, of a share of Common Stock in any transaction reported on the New York Stock Exchange or other national exchange on which such shares are listed during the sixty (60)-day period prior to and including the date of a Change in Control; or (b) if the Change in Control is the result of a tender or exchange offer or a Corporate Transaction, the highest price per share of Common Stock paid in such tender or exchange offer or Corporate Transaction; provided, however, that in the case of Incentive Stock Options and Stock Appreciation Rights relating to Incentive Stock Options, the Change in Control Price will be in all cases the Fair Market Value of the Common Stock on the date such Incentive Stock Option or Stock Appreciation Right is exercised. To the extent that the consideration paid in any such transaction described above consists all or in part of securities or other noncash consideration, the value of such securities or other noncash consideration will be determined by the Committee.

SECTION 16. FORFEITURE OF AWARDS

Notwithstanding anything in the Plan to the contrary, the Committee may, in the event of serious misconduct by a participant (including, without limitation, any misconduct prejudicial to or in conflict with the Company or its Affiliates, or any Termination of Employment for Cause), or any activity of a participant in competition with the business of the Company or any Affiliate, (a) cancel any outstanding Award granted to such participant, in whole or in part, whether or not vested , and/or (b) if such conduct or activity occurs within one year following the exercise or payment of an Award, require such participant to repay to the Company any gain realized or payment received upon the exercise or payment of such Award (with such gain or payment valued as of the date of exercise or payment). In the event the Company's financial statements are restated as a result of errors, omissions or fraud, the Committee may, in good faith and to the extent an Award exceeds what would otherwise have been awarded based on the restated financial results, (a) cancel any outstanding Award granted, in whole or in part, whether or not vested or deferred, to officers of the Company who are identified as being subject to Section 16 of the Securities and Exchange Act of 1934 (Section 16 Officers), and/or (b) if such restatement occurs after the exercise or payment of such Award, require such Section 16 Officer to repay to the Company any gain realized or payment received upon the exercise or payment of such Award (with such gain or payment valued as of the date of exercise or payment).Such cancellation or repayment obligation will be effective as of the date specified by the Committee. Any repayment obligation may be satisfied in Common Stock or cash or a combination thereof (based upon the Fair Market Value of Common Stock on the day of payment), and the Committee may provide for an offset to any future payments owed by the Company or any Affiliate to the participant if necessary to satisfy the repayment obligation. The determination of whether a participant has engaged in a serious breach of conduct or any activity in competition with the business of the Company or any Affiliate will be made by the Committee in good faith. This Section 16 will have no application following a Change in Control.

SECTION 17. AMENDMENT AND TERMINATION

The Committee may amend, alter, or discontinue the Plan or any Award, prospectively or retroactively, but no amendment, alteration or discontinuation may impair the rights of a recipient of any Award without the recipient's consent, except such an amendment made to comply with applicable law, stock exchange rules or accounting rules.

No amendment will be made without the approval of the Company's stockholders to the extent such approval is required by applicable law or stock exchange rules, or, to the extent such amendment increases the number of shares available for delivery under the Plan, or changes the option price after the Grant Date.

No award of Performance Units, Stock Units or Restricted Stock Units may be granted to Non-Employee Directors under Section 14.1 of this Plan after February 16, 2011 or if later, the date that is ten years from the date a majority of the stockholders of the Company approve the most version of the Plan.

SECTION 18. UNFUNDED STATUS OF PLAN

It is presently intended that the Plan constitutes an "unfunded" plan for incentive compensation. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Common Stock or make payments; provided, however, that unless the Committee otherwise determines, the existence of such trusts or other arrangements will be consistent with the "unfunded" status of the Plan.

SECTION 19. GENERAL PLAN PROVISIONS

19.1 General Provisions. The Plan will be administered in accordance with the following provisions and any other rule, guideline and practice determined by the Committee:

(a) Each person purchasing or receiving shares pursuant to an Award may be required to represent to and agree with the Company in writing that he or she is acquiring the shares without a view to the distribution of the shares.

(b) The certificates for shares issued under an Award may include any legend which the Committee deems appropriate to reflect any restrictions on transfer.

(c) Notwithstanding any other provision of the Plan, any Award, any Notice or any other agreements made pursuant thereto, the Company is not required to issue or deliver any shares of Common Stock prior to fulfillment of all of the following conditions:

(i) Listing or approval for listing upon notice of issuance, of such shares on the New York Stock Exchange, Inc., or such other securities exchange as may at the time be the principal market for the Common Stock;

(ii) Any registration or other qualification of such shares of the Company under any state or federal law or regulation, or the maintaining in effect of any such registration or other qualification which the Committee deems necessary or advisable; and

(iii) Obtaining any other consents, approval, or permit from any state or federal governmental agency which the Committee deems necessary or advisable.

(d) The Company will not issue fractions of shares. Whenever, under the terms of the Plan, a fractional share would otherwise be required to be issued, the participant will be paid at Fair Market Value for such fractional share by rounding down the number of shares received to the nearest whole number and paying in cash the value of the fractional share.

(e) In the case of a grant of an Award to any Eligible Individual of an Affiliate of the Company, the Company may, if the Committee so directs, issue or transfer the shares of Common Stock, if any, covered by the Award to the Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer the shares of Common Stock to the Eligible Individual in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All shares of Common Stock underlying Awards that are forfeited or canceled revert to the Company.

19.2 Employment. The Plan will not constitute a contract of employment, and adoption of the Plan will not confer upon any employee any right to continued employment, nor will it interfere in any way with the right of the Company or an Affiliate to terminate at any time the employment of any employee or the membership of any director on a board of directors or any consulting arrangement with any Eligible Individual.

19.3 Tax Withholding Obligations. No later than the date as of which an amount first becomes includible in the gross income of the participant for federal income tax purposes with respect to any Award under the Plan, the participant will pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Company, withholding obligations may be settled with Common Stock, including Common Stock that is part of the Award that gives rise to the withholding requirement; provided that not more than the legally required minimum withholding may be settled with Common Stock. The obligations of the Company under the Plan will be conditional on such payment or arrangements, and the Company and its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the participant. The Committee may establish such procedures as it deems appropriate, including making irrevocable elections, for the settlement of withholding obligations with Common Stock.

19.4 Beneficiaries. The Committee will establish such procedures as it deems appropriate for a participant to designate a beneficiary to whom any amounts payable in the event of the participant's death are to be paid or by whom any rights of the participant, after the participant's death, may be exercised.

19.5 Governing Law. The Plan and all Awards made and actions taken thereunder will be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. Notwithstanding anything herein to the contrary, in the event an Award is granted to Eligible Individual who is employed or providing services outside the United States and who is not compensated from a payroll maintained in the United States, the Committee may modify the provisions of the Plan and/or any such Award as they pertain to such individual to comply with and account for the tax and accounting rules of the applicable foreign law so as to maintain the benefit intended to be provided to such participant under the Award.

19.6 409A. Except for Section 14 of the Plan, the Plan is not intended to provide for the "deferral of compensation" under Section 409A of the Code and, as a result, the Plan (except for Section 14) is not intended to be subject to 409A of the Code. The Plan (except for Section 14) shall, as a result, be administered and interpreted in a manner consistent with such intent. Section 14 of the Plan is intended, in part, to provide for the "deferral of compensation" under 409A of the Code and, as a result, is intended to be subject to 409A of the Code. Section 14 of the Plan shall therefore be administered and interpreted in a manner consistent with such intent.

19.7 Nontransferability. Except as otherwise provided in Section 9 Stock Options and Section 10 Stock Appreciation Rights, or by the Committee, Awards under the Plan are not transferable except by will or by laws of descent and distribution.

19.8 Severability. Wherever possible, each provision of the Plan and of each Award and of each Notice will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of the Plan, any Award or any Notice is found to be prohibited by or invalid under applicable law, then (a) such provision will be deemed amended to and to have contained from the outset such language as will be necessary to accomplish the objectives of the provision as originally written to the fullest extent permitted by law; and (b) all other provisions of the Plan and any Award will remain in full force and effect.

19.9 Strict Construction. No rule of strict construction will be applied against the Company, the Committee or any other person in the interpretation of the terms of the Plan, any Award, any Notice, any other agreement or any rule or procedure established by the Committee.

19.10 Stockholder Rights. Except as otherwise provided herein, no participant will have dividend, voting or other stockholder rights by reason of a grant of an Award or a settlement of an Award in cash.

APPENDIX A

THE LONG-TERM INCENTIVE PLAN
FOR THE GRANT OF
FRENCH-QUALIFIED RESTRICTED STOCK UNITS
TO EMPLOYEES IN FRANCE

1. Introduction.

This Appendix A to the Plan hereby constitutes a sub-plan of the Plan for the purpose of granting Restricted Stock Units which qualify for favorable French personal income tax and social security treatment in France applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 of the French Commercial Code, as amended (hereafter defined as "**French Restricted Stock Units**"), for qualifying employees in France who are residents in France for French tax purposes (hereafter the "**French Award Participants**").

The terms of Appendix A of the Plan applicable to French Restricted Stock Units constitute the Long-Term Incentive Plan for the Grant of French-qualified Restricted Stock Units to Employees in France (the "**French Restricted Stock Units Plan**"). Under the French Restricted Stock Units Plan, qualifying employees will be granted French Restricted Stock Units only as set forth in paragraph 4 of this Appendix A.

2. Definitions.

All capitalized terms, unless otherwise defined herein, shall have the meaning ascribed to them in the Plan.

The terms set out below will have the following meanings:

(a) French Entity.

The term "**French Entity**" has such meaning as is given to it under the definition of "**Affiliate**" in Section 2.1 of the Plan.

(b) French Award Participant.

The term "**French Award Participant**" has such meaning as is given to it in the "Introduction" section of Appendix A.

(c) French Restricted Stock Units.

The term "**French Restricted Stock Units**" has such meaning as is given to it in the "Introduction" section of Appendix A.

(d) Grant Date.

The term "**Grant Date**" shall be the date on which the Committee both (1) designates the French Award Participant, and (2) specifies the terms and conditions of the French Restricted Stock Units, including the number of shares of Common Stock to be issued at a future date, the conditions for the vesting of the French Restricted Stock Units, the conditions for the issuance of the shares of Common Stock underlying the French Restricted Stock Units, if any, and the conditions for the transferability of the shares of Common Stock once issued, if any.

(e) Vesting Date.

The term "**Vesting Date**" shall mean the date on which the shares of Common Stock underlying the French Restricted Stock Units become non-forfeitable. The Committee may provide in the applicable statement that shares of Common Stock underlying the French Restricted Stock Units will be issued only at a date (the "Settlement Date") occurring on or after the Vesting Date. Prior to the Vesting Date, the French Restricted Stock Units shall remain subject to a substantial risk of forfeiture.

(f) Closed Period.

As of the date of adoption of this French Restricted Stock Units Plan, the term "Closed Period" is defined in Section L. 225-197-1 of the French Commercial Code as:

(i) Ten quotation days preceding and following the disclosure to the public of the consolidated financial statements or the annual statements of the Company; or

(ii) Any period during which the corporate management of the Company possesses confidential information which could, if disclosed to the public, significantly impact the quotation of the Common Stock, until ten quotation days after the day such information is disclosed to the public.

If the French Commercial Code is amended after adoption of this French Restricted Stock Units Plan to modify the definition and/or applicability of the Closed Periods to French-qualified Restricted Stock Units, such amendments shall become applicable to any French Restricted Stock Units granted under this French Restricted Stock Units Plan, to the extent required under French law.

(g) Settlement Date.

The term **"Settlement Date"** shall mean the date on which the shares of Common Stock underlying the French Restricted Stock Units will be issued to the French Award Participant and as from which the French Award Participant will receive any dividends, voting and other shareowner rights with respect to the shares and, in any event, such date shall be within seventy (70) days following the Vesting Date.

3. Entitlement to Participate.

(a) Subject to Section 3(c) below, any French Award Participant who, on the Grant Date of the French Restricted Stock Units and to the extent required under French law, is either employed under the terms and conditions of an employment contract with a French Entity ("*contrat de travail*") or who is a corporate officer of a French Entity, shall be eligible to receive, at the discretion of the Committee, French Restricted Stock Units under this French Restricted Stock Units Plan, provided that he or she also satisfies the eligibility conditions of Section 5 of the Plan.

(b) French Restricted Stock Units shall not be issued to a director of a French Entity, other than the managing directors (*e.g.*, Président, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions), unless the director is an employee of a French Entity, as defined by French law.

(c) French Restricted Stock Units shall not be issued under this French Restricted Stock Units Plan to employees owning more than ten percent (10%) of the Company's share capital or to individuals other than employees and corporate officers of a French Entity.

4. Conditions of the French Restricted Stock Units.

(a) Consideration

There shall be no consideration whatsoever payable for the grant of French Restricted Stock Units.

(b) Settlement of French Restricted Stock Units.

The first Settlement Date of French Restricted Stock Units shall not occur prior to the expiration of a two-year period as calculated from the Grant Date, or such other period as is required to comply with the minimum mandatory vesting period applicable to French-qualified Restricted Stock Units under Section L. 225-197-1 of the French Commercial Code, as amended.

However, notwithstanding the above, in the event of the death of a French Award Participant or a permanent invalidity of the French Award Participant corresponding to the 2nd or 3rd category among the categories set forth in article L 341-4 of the French Social Security Code, all French Restricted Stock Units held by the French Award Participant at the time of death or permanent invalidity (whether vested or unvested) shall become immediately vested. In the event of a death, the Company shall issue the underlying shares of Common Stock to the French Award Participant's heirs, at their request made within 6 months following the date of death of the French Award Participant.

(c) Dividends- right to vote

A French Award Participant shall not be entitled to any dividends (or other distributions made) and shall have no right to vote in respect of the French Restricted Stock Units, until the

underlying shares of Common Stock have been issued to the French Award Participant. As from the Settlement Date, the French Award Participant shall be entitled to dividends, distributions, right to vote or any other rights attached to the shares as they arise.

(d) Sales Restrictions.

The sale of shares of Common Stock issued pursuant to the French Restricted Stock Units may not occur prior to the relevant anniversary of the Settlement Date specified by the Committee and in no case prior to the expiration of a two-year period as calculated from the Settlement Date, or such other period as is required to comply with the minimum mandatory holding period applicable to French-qualified Restricted Stock Units under Section L. 225-197-1 of the French Commercial Code, as amended, even if the French Award Participant is no longer an employee or corporate officer of a French Entity.

However, in the event of death of a French Award Participant or his/her permanent invalidity corresponding to the 2nd or 3rd category among the categories set forth in article L 341-4 of the French Social Security Code, the shares of Common Stock underlying French Restricted Stock Units, when issued, shall become freely transferable.

Shares of Common Stock underlying French Restricted Stock Units may not be sold by French Award Participants during a Closed Period, so long as and to the extent such Closed Periods are applicable to French-qualified Restricted Stock Units under French law.

(e) French Award Recipient's Account.

The shares issued to the French Award Participant pursuant to the French Restricted Stock Units shall be recorded in an account in the name of the French Award Participant with the Company or a broker or in such other manner as the Company may otherwise determine in order to ensure compliance with applicable law.

5. Non-transferability of French Restricted Stock Units.

Except in the case of death and under the conditions set forth paragraph 4(b) of this Appendix A, French Restricted Stock Units may not be transferred to any third party.

6. Adjustments and Change in Control.

In the event of a corporate transaction or a Change in Control as set forth in Section 15 of the Plan, adjustments to the terms and conditions of the French Restricted Stock Units or underlying shares of Common Stock may be made only in accordance with the Plan, in which case the French Restricted Stock Units may no longer qualify as French-qualified Restricted Stock Units.

7. Interpretation.

It is intended that French Restricted Stock Units granted under this French Restricted Stock Units Plan shall qualify for the favorable tax and social security treatment applicable to French-qualified Restricted Stock Units granted under Sections L. 225-197-1 to L. 225-197-5 of the French Commercial Code, as amended, and in accordance with the relevant provisions set forth

by French tax and social security laws. The terms of this French Restricted Stock Units Plan shall be interpreted accordingly and in accordance with the relevant guidelines published by French tax and social security administrations and subject to the fulfilment of certain legal, tax and reporting obligations, if applicable. However, certain corporate transactions may impact the qualification of the French Restricted Stock Units and the underlying shares of Common Stock for the favorable regime in France.

8. No Right To Employment

The adoption of this French Restricted Stock Units Plan shall not confer upon the French Award Participants, or any employees of a French Entity, any employment rights and shall not be construed as part of any employment contracts that a French Entity has with its employees.

9. Effective Date.

The French Restricted Stock Units Plan, in its entirety, as set forth in this Appendix A to the Plan, was adopted by a meeting of the Committee on February 25, 2010 and became effective as of February 25, 2010.

Exhibit 10.4.i

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 26th day of February, 2009 (the "Grant Date") by FMC TECHNOLOGIES, INC., a Delaware corporation, (the "Company") and <<Participant Name>> (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 units 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 << # of Shares Granted>> 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 2009 fiscal year performance on three performance criteria – EBITDA growth, Return on Investment, and Total Shareholder Return relative to the performance of eleven (11) other oilfield service and equipment companies 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 2009 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% and 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 peer group of 11 selected oilfield service and equipment 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 peer companies for such measure (1st being the highest performance), “average” if the Company’s performance is better than the midpoint between the 8th and 9th ranked peer companies for such measure and lower than the midpoint between the 3rd and 4th ranked peer companies for such measure, and “below average” if the Company’s performance is below the midpoint between the 8th and 9th ranked peer 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. A 0% of the one-third portion of this grant will be reflected if the Total Shareholder Return is 0% or below regardless of the performance relative to the peer group.

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 January 2, 2012 (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 vest and be immediately transferable on the Vesting Date. 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, a Change in Control of the Company or retirement under the Company’s pension plan on or after age 62. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

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. **Notwithstanding the above, any such adjustment to an Award shall comply with Section 409A of the U.S. Internal Revenue Code, as amended.**

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.

10. 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.

11. 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 inherit 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: /s/ Maryann T. Seaman
Vice President, Administration

(Employee)

Social Security Number

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

Exhibit 10.4.j

LONG TERM INCENTIVE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE FMC TECHNOLOGIES, INC.
INCENTIVE COMPENSATION AND STOCK PLAN
FOR EMPLOYEES OF FMC TECHNOLOGIES SA

This Agreement is made as of <<Grant Date>> (the "Grant Date") by FMC Technologies, Inc., a Delaware corporation, (the "Company") and <<Participant Name>> (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 provided, capitalized terms have the meaning provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the Plan will prevail.

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 units to the Employee 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 <<# of Shares Granted>> shares of restricted stock units (the "Restricted Units") of the Company's common stock par value of $.01 per share (the "Common Stock") upon the following terms and conditions:

1. Vesting. The Restricted Units will vest and convert to shares of Common Stock on January 2, 2013 (the "Vesting Date"). However, all Restricted Units will be forfeited upon termination of the Employee's employment with the Employer before the Vesting Date for any reason other than :

- the Employee's death, in which case the Restricted Units will vest immediately and share of Common Stock shall be issued to his heirs, at their request made within 6 months following the Employee's date of death, or
- the Employee's disability (corresponding to the 2nd or 3rd category among the categories set forth in article L 341-4 of the French Social Security Code), in which case, the Restricted Units will immediately vest and convert to shares of Common Stock, or
- The Employee's retirement under the Company's pension plan on or after age 62, in which case the Restricted units will vest in accordance with the provisions of this Agreement.

In the event of a Change in Control of the Company, the Restricted Units will immediately vest and convert to shares of Common Stock, in which case the Restricted Stock Units may no longer qualify as French-qualified Restricted Stock Units.

2. Required Holding Period. The Employee is required to hold any vested shares of Common Stock for a period of two years after the Settlement Date (the "Holding Period"). In the event of death or disability as defined hereabove during the Holding Period, the shares of Common Stock become freely transferable.

3. Adjustment. The Committee shall make equitable substitutions or adjustments in the Restricted Units 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.

4. Rights during the vesting period. The Restricted Units will be issued in the form of a book entry registration. Prior to the Vesting Date, the Employee may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the Restricted Units.

5. Rights during the Holding Period. As from the Settlement Date and until the end of the Holding Period, the Employee may vote, but not sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the shares of Common Stock.

6. No Limitation on Rights of the Company. The granting of Restricted Units 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.

7. 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.

8. 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.

9. 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 Common Stock on the Vesting Date, or, if the Vesting Date is not a business day, the next business day immediately following the Vesting Date.

10. 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 Units) 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.

11. 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.

12. 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.

13. 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.

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

15. 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: /s/ Maryann T. Seaman
Vice President, Administration

<<Electronic Signature>>
<<Acceptance Date>>

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

Exhibit 10.6

FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART I
SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN
(Amended and Restated Effective January 1, 2002)

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FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM

PART I

SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN

INTRODUCTION

WHEREAS, the FMC Technologies, Inc. Employees' Retirement Program ("Program") was established effective May 1, 2001, in connection with a spin-off of assets and liabilities from the FMC Corporation Employees' Retirement Program (the "FMC Plan"); and

WHEREAS, the Program consists of two parts, Part I Salaried and Nonunion Hourly Employees' Retirement Plan and Part II Union Hourly Employees' Retirement Plan, which are contained in two separate plan documents; and

WHEREAS, Supplements to Part I and Part II of the Program contain provisions which apply only to a specific group of Employees or Participants as specified therein and override any contrary provision of the Program or either Part I or Part II; and

WHEREAS, this document is Part I Salaried and Nonunion Hourly Employees' Retirement Plan ("Plan") and covers the eligible employees as provided in Article II Participation, and was generally originally effective as of May 1, 2001; except as and to the extent otherwise provided herein or as required with respect to the accrued benefits of any Participant affected by the FTI Spinoff; and

WHEREAS, the Plan shall not be construed to affect an FMC Participant's accrued benefit under the FMC Plan, or to alter in any way the rights of any FMC Participant, FMC Joint Annuitant or FMC Beneficiary thereof who has retired, died, or with respect to whom there has been a severance from service date under the FMC Plan before May 1, 2001; and

WHEREAS, Plan is intended to be qualified under Code Section 401(a), and its associated trust is intended to be tax exempt under Code Section 501(a). The Plan is intended also to meet the requirements of ERISA and shall be interpreted, wherever possible, to comply with the terms of the Code and ERISA. The Plan is intended to provide a regular monthly retirement benefit for employees who meet the eligibility requirements; and

WHEREAS, effective January 1, 2002, and in accordance with Revenue Procedure 2005-66, the Company desires to amend and restate the Plan to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, Department of Labor regulations section 2650.503-1 and Code Section 401(a)(9) and Treasury regulations promulgated thereunder; and

WHEREAS, the Plan was submitted to the Internal Revenue Service, in draft form, as amended and restated effective January 1, 2002, and as set forth herein, on January 31, 2008 (the "Draft Plan") for a favorable determination letter, received such letter on November 6, 2009, and pursuant to such letter must adopt and execute the Draft Plan on or before the date prescribed by Treasury Regulations under Code Section 401(b); and

WHEREAS, under the terms of the Plan, the Company has the ability to amend the Plan;

NOW, THEREFORE, effective January 1, 2002, except as otherwise provided, the Company in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan in its entirety and restates the Plan to provide as follows:

ARTICLE I

Definitions

For purposes of this Plan and any amendments to it, the following terms have the meanings ascribed to them below.

Actuarial Equivalent means a benefit determined to be of equal value to another benefit, on the basis of either (a) the actuarial assumptions in Exhibit E-1, E-2, E-3, or E-4, as applicable or (b) the mortality table and interest rate described in the applicable Supplement.

Notwithstanding the above to the contrary, effective February 1, 2006, for purposes of optional form of benefit conversions (including optional form of benefit conversions described in Supplements 2, 3 and 4, but excluding optional form of benefit conversions described in Supplement 1), Actuarial Equivalent means a benefit determined to be of equal value to another benefit on the basis of the greater of (1) either (a) the actuarial equivalent, computed using the actuarial assumptions in Exhibit E-1, E-2, E-3, or E-4, as applicable, of the accrued benefit as of February 1, 2006 or (b) the actuarial equivalent, computed using the mortality and interest rate described in the applicable Supplement, of the accrued benefit as of February 1, 2006, or (2) the actuarial equivalent, computed using the RP-2000 Combined Healthy Participant Table (RP2000CH), weighted 80% male/20% female and 6% interest compounded annually, of the accrued benefit as of the date of determination on or after February 1, 2006.

Notwithstanding anything herein to the contrary, for purposes of Section 12.8 Actuarial Equivalent value shall be determined as follows: (and, effective February 1, 2006, for purposes of the determination of the optional form of benefit conversion to the Level Income Option described in Section 6.2.4, Actuarial Equivalent value shall be determined as follows (provided, that with respect to the Level Income Option optional form of benefit conversion determination, Actuarial Equivalent value shall be determined on the basis of the greater of (1) either (a) the actuarial equivalent, computed using the actuarial assumptions in Exhibit E-1, E-2, E-3, or E-4, as applicable, of the accrued benefit as of February 1, 2006 or (b) the actuarial equivalent, computed using the mortality and interest rate described in the applicable Supplement, of the accrued benefit as of February 1, 2006, or (2) the actuarial equivalent, computed as provided below, of the accrued benefit as of the date of determination on or after February 1, 2006)):

(i) with respect to FMC Participants whose Annuity Starting Dates occurred prior to June 1, 1995, based on the actuarial assumptions in Exhibit E-4; provided that the interest rate shall not exceed the immediate rate used by the Pension Benefit Guaranty Corporation for lump sum distributions occurring on the first day of the Plan Year that contains the Annuity Starting Date;

(ii) with respect to FMC Participants with Annuity Starting Dates occurring on or after June 1, 1995, and who had an Hour of Service prior to August 31, 1999, based on the 1983 Group Annuity Mortality Table (weighed 50% male and 50% female) (or the applicable mortality table prescribed under Section 417(e)(3) of the Code) and the lesser of the interest rate in Exhibit E-4 or the applicable interest rate prescribed under Section 417(e)(3) of the Code for the November preceding the Plan Year that contains the Annuity Starting Date;

(iii) for Annuity Starting Dates occurring on or after August 31, 1999, with respect to any Participant who did not have an Hour of Service prior to August 31, 1999, based on the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female) (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code) and the applicable interest rate prescribed under Section 417(e)(3) of the Code for the November preceding the Plan Year that contains the Annuity Starting Date;

(iv) for Annuity Starting Dates occurring on or after December 31, 2002, using the applicable interest rate as described above, and based on the 1994 Group Annuity Reserving Table (weighted 50% male, 50% female and projected to 2002 using Scale AA), which is the applicable mortality table prescribed in Rev. Rul. 2001-62, (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code or other guidance of general applicability issued thereunder); and

(v) Effective January 1, 2008, and solely for purposes of the determination of the present value of benefits pursuant to Code Section 417(e): (1) the applicable interest rate shall mean the applicable interest rate described in Code Section 417(e)(3)(C), which is the adjusted first, second and third segment rates (defined in Code Section 417(e)(3)(D)) applied under rules similar to the rules of Code Section 430(h)(2)(C) for the month of November preceding the first day of the Plan Year which includes the date of distribution, and (2) the applicable mortality table shall mean the applicable mortality table described in Code Section 417(e)(3)(B), Revenue Ruling 2007-67 and subsequent guidance (including regulations) issued by the Internal Revenue Service.

Administrator means the Company. The Plan is administered by the Company through the Committee. "The Administrator" and the Committee have the responsibilities specified in Article IX.

Affiliate means any corporation, partnership, or other entity that is:

(a) a member of a controlled group of corporations of which the Company is a member (as described in Code Section 414(b));

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

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

(d) an entity required to be aggregated with the Company pursuant to regulations promulgated under Code Section 414(o); or

(e) a leasing organization that provides Leased Employees to the Company or an Affiliate (as determined under paragraphs (a) through (d) above), unless (i) the Leased Employees constitute less than 20% of the nonhighly compensated workforce of the Company and Affiliates (as determined under paragraphs (a) through (d) above); and (ii) the Leased Employees are covered by a plan described in Code Section 414(n)(5).

"Leasing organization" has the meaning ascribed to it in the definition of "Leased Employee" below.

For purposes of Section 3.5, the 80% thresholds of Code Sections 414(b) and (c) are deemed to be "more than 50%," rather than "at least 80%."

Annuity Starting Date means the first day of the first period for which an amount is paid in an annuity or other form of benefit. In the case of a lump sum distribution, the Annuity Starting Date is the date payment is actually made.

Beneficiary means the person or persons determined pursuant to Section 12.4.

Benefits Agreement means the Employee Benefits Agreement by and between FMC and the Company.

Board means the board of directors of the Company.

Code means the Internal Revenue Code of 1986, as amended from time to time. Reference to a specific provision of the Code includes that provision, any successor to it and any valid regulation promulgated under the provision or successor provision.

Committee means the FTI Employee Benefits Plan Committee as described in Section 9.3, its authorized delegates and any successor to the Committee.

Company means FMC Technologies, Inc., a Delaware corporation, and any successor to it.

Early Retirement Benefit means the benefits determined pursuant to Section 3.2.

Early Retirement Date means (a) in the case of an FMC Participant who became a Participant in the FMC Plan before January 1, 1984, such Participant's 55th birthday; and (b) in the case of an FMC Participant who became a Participant in the FMC Plan after December 31, 1983, or any other Employee who became a Participant in this Plan after the Effective Date, the later of the Participant's 55th birthday and the date the Participant acquires 10 Years of Credited Service.

Earnings means the total compensation paid by the Company or a Participating Employer to an Eligible Employee for each Plan Year that is currently includible in gross income for federal income tax purposes:

(a) including: overtime, administrative and discretionary bonuses (including, gainsharing bonuses, performance related bonuses, completion bonuses (except as provided below); sales incentive bonuses; earned but unused vacation, back pay, sick pay (other than a cash payment of unused sick days) and state disability benefits; plus the Employee's Pre-Tax Contributions and amounts contributed to a plan described in Code Section 125 or 132; and the incentive compensation (including management incentive bonuses which may be paid in cash and restricted stock and local incentive bonuses) earned during the Plan Year;

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

(c) The annual amount of Earnings taken into account for a Participant must not exceed $160,000 (as adjusted by the Internal Revenue Service for cost-of-living increases in accordance with Code Section 401(a)(17)(B)); provided, however, in determining benefit accruals after December 31, 2001, the annual amount of Earnings taken into account for a Participant must not exceed $200,000 (as adjusted by the Internal Revenue Service, for cost of living increases in accordance with code Section 401(a)(17)(B)). For purposes of determining benefit accruals in any Plan year after December 31, 2001, Earnings for any prior Plan Year shall be subject to the applicable limit on Earnings for that prior year.

Participant's Earnings will be conclusively determined according to the Company's records.

An FMC Participant's Earnings shall include all "Earnings" determined under the FMC Plan on and prior to April 30, 2001.

Effective Date means (i) May 1, 2001 or, if later, an Employee's Employment Commencement Date or Reemployment Commencement date, whichever is applicable, or (ii) with respect to each FMC Participant, May 1, 2001 or, if later, the date such FMC Participant's accrued benefit under the FMC Plan is deemed transferred to this Plan under the Benefits Agreement.

Eligible Employee means an Employee of a Participating Employer who is employed on a salaried basis or in such other classifications as the Company may designate as salaried positions, other than:

(a) a Leased Employee;

(b) a member of a bargaining unit covered by a collective bargaining agreement that does not specifically provide for participation in the Plan by members of the bargaining unit; or

(c) any Employee who generally resides outside the United States or whose principal duties generally are performed outside the United States as determined by the Company, unless such individual is a United States citizen or permanent resident alien or the Company designates such individual as an Eligible Employee.

Any individual who is a United States citizen or permanent resident alien and who is employed by a Foreign Subsidiary in a position which would make such individual an Eligible Employee if employed by the Company shall be deemed to be employed by the Company, provided that no entity other than the Company makes contributions under any funded plan of deferred compensation (other than the Thrift Plan or any governmental retirement plan) with respect to the remuneration such individual receives from such Foreign Subsidiary.

Employee means a common law employee or Leased Employee of the Company or an Affiliate, subject to the following rules:

(a) a person who is not a Leased Employee and who is engaged as an independent contractor is not an Employee;

(b) only individuals who are paid as employees from the payroll of the Company or an Affiliate and treated as employees are Employees under the Plan; and

(c) any person retroactively found to be a common law employee shall not be eligible to participate in the Plan for any period he was not an Employee under the Plan.

Employee Contributions means required contributions made by Participants to the FMC Plan or prior plans prior to May 1, 1969.

Employment Commencement Date means the date on which the Employee first performs an Hour of Service.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a specific provision of ERISA includes the provision, any successor provision and any valid regulation promulgated under the provision or successor provision.

50% Joint and Survivor's Annuity means the immediate annuity determined pursuant to Section 6.1.2.

Final Average Yearly Earnings means 1/5th of the sum of the Participant's Earnings while an Eligible Employee (or with respect to an FMC Participant, while an Eligible Employee or while an eligible employee under the FMC Plan) for the 60 consecutive calendar months (not taking into account months in which the Participant had no Earnings) out of the past 120 calendar months in which such Earnings were the highest. If the commencement of a Participant's retirement benefits hereunder is preceded by a period of long-term disability, the Company may adjust Final Average Yearly Earnings on a nondiscriminatory basis; provided, however, that no such adjustment shall be made to the Final Average Yearly Earnings of any Participant who initially commences receiving disability benefits on or after January 12, 2006 under the Long-Term Disability Plan for Employees of FMC Technologies, Inc. With respect to Participants who accepted offers of employment with Snap-On Incorporated ("Snap-On") as a result of the Company's sale of assets of its Automotive Service Equipment Division to Snap-On, the Participants' Earnings shall include eligible wages with Snap-On and its subsidiaries for purposes of calculating Final Average Yearly Earnings.

FMC means FMC Corporation, a Delaware corporation.

FMC Beneficiary means an individual who was receiving benefits under the FMC Plan as a result of the death of an FMC Participant and whose benefit was transferred to this Plan pursuant to the FTI Spinoff.

FMC Joint Annuitant means an individual who was designated as a joint annuitant of an FMC Participant under the FMC Plan, the benefits of such FMC Participant which were transferred to this Plan pursuant to the FTI Spinoff.

FMC Participant means any participant in Part I Salaried and Non-Union Hourly Employee's Retirement Plan of the FMC Plan who had their accrued benefit, years of credited service and years of vesting service under the FMC Plan transferred to this Plan, pursuant to the FTI Spinoff.

FMC Plan means the FMC Corporation Employees' Retirement Program.

FTI Spinoff means the transfer of assets and liabilities attributable to FMC Participants from the FMC Plan to this Plan pursuant to the Benefits Agreement.

Foreign Subsidiary means a foreign corporation covered by an agreement between the Company and the Internal Revenue Service extending Federal Social Security benefits to such foreign corporation's employees who are United States citizens, provided that either (a) not less than 20% of the voting stock of such foreign corporation is owned by the Company or (b) more than 50% of the voting stock of such foreign corporation is owned by another foreign corporation which is described in (a) above.

Hour of Service means each hour for which an Employee is directly or indirectly paid or entitled to payment by the Company or an Affiliate for the performance of duties and, for each FMC Participant, each hour of service credited to such individual under the FMC Plan as of the date prior to the Effective Date for such FMC Participant. Hours of Service will be credited to the Employee for the computation period in which the duties are performed. To the extent required by law, Hour of Service will include each hour for which an Employee is paid, or entitled to payment, by the Company or any Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Nor more than 501 Hours of Service will be credited for any single continuous period (whether or not such period occurs in a single computation period). Hours of Service for these purposes will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference. Also to the extent required by law, Hours of Service will include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company or an Affiliate, provided however, the same hours of service will not be credited. These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Individual Life Annuity means the annuity determined pursuant to Section 6.1.1.

Interest means interest compounded annually at the following rates:

(a) if Employee Contributions are withdrawn prior to retirement then

(i) for periods prior to January 1, 1976 at a rate equal to 3%; and

(ii) for periods on and after January 1, 1976 at a rate equal to 5%.

(b) if Employee Contributions are not withdrawn and are used to increase a Participant's Normal Retirement Benefit under Section 3.1.3, then at a rate equal to 5%.

Investment Manager means a person who is an "investment manager" as defined in section 3(38) of ERISA.

Joint Annuitant means the individual determined pursuant to Section 6.4.

Leased Employee means an individual who performs services for the Company or an Affiliate on a substantially full-time basis for a period of at least one year, under the primary direction or control of the Company or an Affiliate, and under an agreement between the Company or Affiliate and a leasing organization. The leasing organization can be a third party or the Leased Employee himself.

Level Income Option means the annuity determined pursuant to Section 6.2.4.

Normal Retirement Date means the Participant's 65th birthday.

100% Joint and Survivor's Annuity means the immediate annuity determined pursuant to Section 6.2.3.

One-Year Period of Severance means a 12-consecutive-month period commencing on an Employee's Severance From Service Date in which the Employee is not credited with an Hour of Service.

Participant means an Eligible Employee who has begun, but not ended, his or her participation in the Plan pursuant to the provisions of Article II and, unless specifically indicated otherwise, shall include each FMC Participant. If a Participant who is vested in the Participant's accrued benefit on his or her Severance from Service Date is subsequently reemployed after his or her Severance from Service Date, he or she will become a Participant immediately upon reemployment. If a Participant who is not vested in the Participant's accrued benefit on his or her Severance from Service Date is subsequently reemployed after his Severance from Service Date, he or she will become a Participant immediately upon reemployment, unless his or her Period of Severance is greater than or equal to five One-Year Periods of Severance.

Participating Employer means the Company and each other Affiliate that adopts the Plan with the consent of the Board, as provided in Section 12.12.

Period of Service means the period commencing on the Effective Date and ending on the Severance From Service Date including, for each FMC Participant, periods of service credited under the FMC Plan as of the date immediately prior to the relevant Effective Date for such FMC Participant. All Periods of Service (whether or not consecutive) shall be aggregated. For a Participant who is not immediately eligible to participate in the Plan under the terms of Section 2.1 hereof, Period of Service shall include service from and after the first day of the period in which they become eligible to participate in the Plan pursuant to the terms of Section 2.1, but in no event earlier than the Participant's date of hire by the Company or its Affiliates. Notwithstanding the foregoing, if an Employee incurs a One-Year Period of Severance at a time when he or she has no vested interest under the Plan and the Employee does not perform an Hour of Service within 5 years after the beginning of the One-Year Period of Severance, the Period of Vesting Service prior to such One-Year Period of Severance shall not be aggregated.

Period of Severance means the period commencing on the Severance From Service Date and ending on the date on which the Employee again performs an Hour of Service.

Plan means Part I Salaried and Nonunion Hourly Employees' Retirement Plan of the FMC Technologies, Inc. Employees' Retirement Program.

Plan Year means the period beginning May 1, 2001 and ending December 31, 2001 and thereafter the 12-month period beginning on January 1 and ending the next December 31.

Primary Social Security Benefit means the primary benefit which the Participant is eligible to receive at age 65 under the old age portion of the Federal Old Age, Survivors' and Disability Insurance Program assuming that after termination of employment with the Company and Affiliates the Participant has no further earnings subject to such programs. A Participant's Primary Social Security Benefit shall be determined by taking his Earnings at the time of his employment and applying a salary scale, projected backwards, reflecting the actual change in the average wage from year to year as determined by the Social Security Administration.

Reemployment Commencement Date means the first date following a Period of Severance which is not required to be taken into account for purposes of an Employee's Period of Vesting Service on which the Employee performs an Hour of Service.

Savings Plan means the FMC Technologies, Inc. Employees' Savings and Investment Plan, as amended from time to time.

Severance From Service Date means the earliest of:

(a) the date on which an Employee voluntarily terminates, retires, is discharged or dies;

(b) the first anniversary of the first date of a period in which an Employee remains absent from service (with or without pay) with the Company and Affiliates for any reason other than voluntary termination, retirement, discharge or death; or

(c) the second anniversary of the date an Employee is absent pursuant to a maternity or paternity leave of absence; provided, however, that the period between the first and second anniversaries of the first date of such absence shall be neither a Period of Service nor a One-Year Period of Severance.

Notwithstanding the foregoing, a Severance From Service Date shall not be considered to have occurred under the following circumstances:

(i) during a leave of absence, vacation or holiday with pay; during a leave of absence without pay granted by reason of disability or under the Family and Medical Leave Act of 1993;

(ii) during a period of qualified military service, provided the Employee makes application to return within 90 days after completion of active service and returns to active employment as an Employee while reemployment rights are protected by law. If the Employee does not so return, the Employee shall have a Severance From Service Date on the first anniversary of the date of entry into military service.

If the Employee violates the terms of a leave of absence, the Employee shall be deemed to have voluntarily terminated as of the date of such violation. In the case of a leave in excess of 12 months, if the Employee fails to return to active employment immediately after such leave, the Employee shall be deemed to have voluntarily terminated as of the last day of the 12th month of the leave.

A "maternity or paternity leave of absence" means an absence from work by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

Social Security Covered Compensation Base means the average of the compensation and benefit bases in effect under Section 230 of the Social Security Act for each year in the 35-year period ending with the year in which the participant attains Social Security retirement age as defined in Section 415(b)(8) of the Code.

Supplement means the provisions of the Plan which apply only to a specific group of Employees or Participants as detailed in such Supplement and which override any contrary provision of the Plan.

Trust means the trust established by the Trust Agreement. "Trust Agreement" means the trust agreement or agreements, as amended from time to time, entered into by the Company and the Trustee pursuant to Section 8.1. "Trustee" means the trustee or trustees at any time appointed by the Company pursuant to Section 8.1.

Trust Fund means the trust fund established and maintained by the Trustee to hold all assets of the Plan pursuant to the Trust Agreement.

Year of Credited Service means (a) for an FMC Participant, his or her years of credited service under the FMC Plan prior to such FMC Participant's Effective Date, and (b) the total number of calendar months during the Employee's Period of Service while the Employee is an Eligible Employee and after he has become a Participant divided by 12. A partial month in such Period of Service counts as a whole month, and fractional Years of Credited Service shall be taken into account in determining a Participant's benefits. Year of Credited Service shall also include such other periods as the Company recognizes as a Year of Credited Service, pursuant to written and nondiscriminatory rules.

Notwithstanding the foregoing, Year of Credited Service shall not include (i) any leave of absence without pay unless the Employee returns to active employment as an Employee immediately after such leave and abides by all the terms of the leave, (ii) any maternity or paternity leave of absence unless the Employee returns to active employment as an Employee within 12 months after the first day of such leave, (iii) any period of service with respect to which such Eligible Employee accrues a benefit under the FMC Plan on or after May 1, 2001 or any pension, profit sharing or other retirement plan listed on Exhibit A, or (iv) with respect to any Employee who initially commences receiving disability benefits effective on or after January 12, 2006 under the Long-Term Disability Plan for Employees of FMC Technologies, Inc., any period for which the Employee receives such benefits.

Year of Vesting Service means (a) for an FMC Participant, his or her years of service and years of vesting service credited under the FMC Plan prior to such FMC Participant's Effective Date, and (b) the total number of calendar months during the Employee's Period of Service divided by 12, determined in accordance with the following rules:

(i) a partial month in the Employee's Period of Service counts as a whole month;

(ii) if the Employee has a Severance From Service Date by reason of a voluntary termination, discharge or retirement and the Employee then performs 1 Hour of Service within 12 months of the Severance From Service Date, such Period of Severance is included in the Period of Vesting Service. If the Employee has a Severance From Service Date by reason of a voluntary termination, discharge or retirement during an absence from service of 12 months or less for any reason other than a voluntary termination, discharge or retirement, and then performs 1 Hour of Service within 12 months of the date on which the Employee was first absent from service, such Period of Severance is included in the Period of Vesting Service;

(iii) period of Vesting Service also includes the following:

(1) a period of employment with an employer substantially all of the equity interest or assets of which have been acquired by the Company or an Affiliate, but only to the extent that the Company expressly recognizes such period as a Period of Vesting Service pursuant to written and nondiscriminatory rules; and

(2) such other periods as the Company recognizes as a Period of Vesting Service pursuant to written and nondiscriminatory rules.

(iv) Notwithstanding the foregoing, Year of Vesting Service shall not include with respect to any Employee who initially commences receiving disability benefits effective on or after January 12, 2006 under the Long-Term Disability Plan for Employees of FMC Technologies, Inc., any period for which the Employee receives such benefits.

ARTICLE II

Participation

2.1 **Eligibility and Commencement of Participation**

Each FMC Participant shall automatically became a Participant in the Plan on such FMC Participant's Effective Date. Except as otherwise provided in the applicable Supplement, each other Employee shall automatically become a Participant in the Plan as of the first day of the month in which the Participant satisfies all of the following requirements:

(a) the Employee is an Eligible Employee; and

(b) the Employee either (i) is a regular, full-time Employee, or (ii) has completed not less than 1,000 Hours of Service in a 12-month period beginning on the date his employment commenced or any anniversary thereof.

2.2 **Provision of Information**

Each Participant must make available to the Administrator any information it reasonably requests. As a condition of participation in the Plan, each Employee and FMC Participant agrees, on his or her own behalf and on behalf of all persons who may have or claim any right by reason of the Employee's participation in the Plan, to be bound by all provisions of the Plan.

2.3 **Termination of Participation**

A Participant ceases to be a Participant when he or she dies or, if earlier, when his or her entire vested benefit accrued under the Plan has been paid to him or her.

2.4 **Special Rules Relating to Veterans' Reemployment Rights**

Notwithstanding any provision of this Plan to the contrary, with respect to an Eligible Employee or Participant who is reemployed in accordance with the reemployment provisions of the Uniformed Services Employment and Reemployment Rights Act following a period of qualifying military service (as determined under such Act), contributions, benefits and service credit will be provided in accordance with Section 414(u) of the Code.

ARTICLE III

Normal, Early and Deferred Retirement Benefits

3.1 **Normal Retirement Benefits**

3.1.1 **Normal Retirement:** A Participant who retires on the Normal Retirement Date shall be entitled to receive a Normal Retirement Benefit determined under Section 3.1.2. Payment of such benefit shall commence as of the first day of the month coincident with or next following the Participant's Normal Retirement Date, unless the Participant elects to defer commencement subject to Section 3.3.2.

3.1.2 **Calculation of Normal Retirement Benefit:** Subject to Section 3.1.3, a Participant's monthly Normal Retirement Benefit shall be equal to the product of (a) multiplied by (b) below:

(a) 1/12th of the sum of (i) and (ii) below:

(i) the sum of (1) 1% of the Participant's Final Average Yearly Earnings up to the Social Security Covered Compensation Base and (2) 1-1/2% of the Participant's Final Average Yearly Earnings in excess of the Social Security Covered Compensation Base multiplied by the Participant's expected Years of Credited Service at age 65 up to 35 Years of Credited Service; and

(ii) 1-1/2% of the Participant's Final Average Yearly Earnings multiplied by the Participant's expected Years of Credited Service at age 65 in excess of 35 Years of Credited Service.

(b) the ratio of actual Years of Credited Service to expected Years of Credited Service at age 65.

In no event, however, shall an FMC Participant's monthly Normal Retirement Benefit be less than his or her accrued monthly Normal Retirement Benefit under the FMC Plan as of December 31, 1990.

3.1.3 **Increases for Employee Contributions:** Employee Contributions and Interest credited to a Participant are not paid as an accrued benefit, but rather may be withdrawn by the Participant at any time pursuant to Section 5.2 hereof. However, if a Participant does not elect to withdraw the Employee Contributions and Interest credited to the Participant either at the time of Retirement or before, pursuant to the terms of Section 5.2 hereof, a Participant's Normal Retirement Benefit shall be increased $1 for each $120.00 of unwithdrawn Employee Contributions credited to the Participant.

3.1.4 **Reductions for Certain Benefits:** A Participant's Normal Retirement Benefit shall be reduced by the value of (a) for FMC Participants, the FMC Participant's vested benefit accrued under the FMC Plan as of November 30, 1985 (to the extent funded by the Aetna nonparticipating annuity contract or the Prudential nonparticipating annuity contract) and (b) any vested benefit payable to the Participant under the FMC Plan or any pension, profit sharing or other retirement plan other than the Savings Plan (hereinafter called "Duplicate Benefit Plan") which is attributable to any period which counts as Credited Service under this Plan. For purposes of determining the amount of any Duplicate Benefit

Plan reduction, the vested benefit under the Duplicate Benefit Plan shall be converted to a form which is identical to the form of benefit which is to be paid under this Plan, including any applicable reductions for early commencement as determined under the Plan or the Duplicate Benefit Plan, as applicable. Such values will be determined as of the earlier of the Annuity Starting Date under the Plan, or the date distribution of such vested benefit was made or commenced under the Duplicate Benefit Plan as applicable.

3.2 **Early Retirement Benefits**

3.2.1 **Early Retirement:** A Participant who retires on or after the Early Retirement Date shall be entitled to receive an Early Retirement Benefit determined under Section 3.2.2. Payment of such benefit shall commence as of the first of the month after the Participant retires or, if the Participant elects, as of the first day of any subsequent month. Any such election of a deferred commencement date may be revoked at any time prior to such date and a new date may be elected by giving advance written notice to the Administrator in accordance with rules prescribed by the Administrator.

3.2.2 **Calculation of Early Retirement Benefit:** Subject to Sections 3.2.3 and 3.2.4, a Participant's monthly Early Retirement Benefit shall be equal to the greater of (a) or (b) below:

(a) an amount determined pursuant to Section 3.1.2; and

(b) for an FMC Participant, his or her accrued monthly unreduced Early Retirement Benefit under the FMC Plan as of December 31, 1990 that was transferred to the Plan in the FTI Spinoff.

3.2.3 **Early Retirement Reduction Factor:** The Participant's Early Retirement Benefit computed pursuant to Section 3.2.2 shall be reduced by 1 /3 of 1% for each 1 month in excess of 36 by which the commencement of the Participant's Early Retirement Benefit precedes the Participant's 65th birthday.

3.2.4 **Adjustments to Early Retirement Benefit:** To the extent applicable, a Participant's Early Retirement Benefit shall be increased as provided in Section 3.1.3 except that the number of dollars of unwithdrawn Employee Contributions and Interest required to provide $1 of monthly retirement benefits shall be increased by $3 for each full year by which the commencement of the Participant's Early Retirement Benefit precedes the Participant's Normal Retirement Date. Partial years shall be prorated on the basis of $0.25 per month.

3.3 **Deferred Retirement Benefits**

3.3.1 **Deferred Retirement:** A Participant who retires after the Normal Retirement Date shall be entitled to receive a Normal Retirement Benefit determined under Section 3.1.2 commencing as of the first day of the month coinciding with or next following the date the Participant actually retires. Each Participant shall accrue additional benefits hereunder after the Participant's Normal Retirement Date with respect to the portion of the Normal Retirement Benefit which is attributable to contributions by the Company, and the amount, if any, of Employee Contributions and Interest required to provide $1 of monthly retirement benefit under Section 3.1.3 shall be decreased by $3 for each full year by which the commencement of the Normal Retirement Benefit follows the Normal Retirement Date. Partial years shall be prorated on the basis of $0.25 per month. If a Participant who is not

employed by the Company or its Affiliates on his or her Normal Retirement Date defers his or her Normal Retirement Benefit will be paid retroactive to the Participant's Normal Retirement Date as soon as reasonably practicable after the Plan Administrator learns of the deferred benefit.

3.3.2 **Distribution Requirements:** Except as hereinafter provided, unless the Participant elects otherwise in accordance with the terms of the Plan, payment of a Participant's retirement benefits will begin no later than 60 days after the close of the Plan Year in which the latest of the following events occurs:

(a) the Participant's 65th birthday;

(b) the 10th anniversary of the year in which the Participant commenced participation in the Plan; and

(c) the Participant terminates employment with the Company and all Affiliates.

If the amount of the payment required to commence on the date determined under this Section 3.3.2 cannot be ascertained by such date, or if it is not possible to make such payment on such date because the Administrator cannot locate the Participant after making reasonable efforts to do so, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained under this Plan or the date the Participant is located.

Notwithstanding any other provision of this Plan:

(i) the accrued benefit of a Participant who attains age 70-1/2 on or after January 1, 2000 must be distributed or commence to be distributed no later than the April 1 following the later of (1) the calendar year in which the Participant attains age 70-1/2 or (2) the calendar year in which the Participant retires (unless the Participant is a 5% owner, as defined in Code Section 416, of the Company with respect to the Plan Year in which the Participant attains age 70-1/2, in which case this Subsection (2) shall not apply); and

(ii) the accrued benefit of a Participant who attains age 70-1/2 prior to January 1, 2000 must be distributed or commence to be distributed no later than the April 1 following the calendar year in which the Participant attains age 70-1/2 unless the Participant is not a 5% owner (as defined in Subsection (i)) and elects to defer distribution to the calendar year in which the Participant retires.

All Plan distributions will comply with Code Section 401(a)(9), including Department of Treasury Regulation Section 1.401(a)(9)-2. With respect to distributions made under the Plan for Plan Years beginning on or after January 1, 2003, all Plan distributions will comply with Code Section 401(a)(9), including Department of Treasury Regulation Section 1.401(a)(9)-2 through 1.401(a)(9)-9, as promulgated under Final and Temporary Regulations published in the Federal Register on April 17, 2002 (the '401(a)(9) Regulations'), with respect to minimum distributions under Code Section 401(a)(9). In addition, the benefit payments distributed to any Participant on or after January 1, 2003, will satisfy the incidental death benefit provisions under Code Section 401(a)(9)(G) and

Department of Treasury Regulation Section 1.401(a)(9)-5(d), as promulgated in the 401(a)(9) Regulations. To the extent required by Coe Section 401(a)(9)(C)(iii), or any other applicable guidance issued thereunder, with respect to a Participant who retires in a calendar year after the calendar year in which the Participant attains age 70 1/2, the actuarial increase in such Participant's accrued benefit mandated by Code Section 401(a)(9)(C)(iii) shall be implemented notwithstanding any suspension of benefits provision applicable to such Participant pursuant to ERISA 203(a)(3)(B), Code Section 411(a)(3)(B) and the terms of the Plan.

3.4 **Suspension of Benefits**

3.4.1 **Prior to Normal Retirement Date:** If a Participant receives retirement benefits under the Plan following a termination of his employment prior to the Participant's Normal Retirement Date and again becomes an Employee prior to the Participant's Normal Retirement Date, no retirement benefits shall be paid during such later period of employment and up to the Participant's Normal Retirement Date. Any benefits payable under the Plan to or on behalf of the Participant at the time of the Participant's subsequent termination of employment shall be reduced by the actuarial equivalent (based on the assumptions in Exhibit E-4) of any benefits paid to the Participant after the Participant earlier termination and prior to his Normal Retirement Date.

3.4.2 **After Normal Retirement Date:** If (a) a Participant whose employment terminates again becomes an Employee after the Participant's Normal Retirement Date, or again becomes an Employee prior to the Participant's Normal Retirement Date and continues in employment beyond the Participant's Normal Retirement Date, or (b) a Participant continues in employment with the Company and Affiliates after his Normal Retirement Date without a prior termination, the following provisions of this Section 3.4.2 shall become applicable to the Participant as of the Participant's Normal Retirement Date or, if later, the Participant's date of reemployment.

(i) For purposes of this Section 3.4.2, the following definitions shall apply:

(1) **Postretirement Date Service** means each calendar month after a Participant's Normal Retirement Date and subsequent to the time that:

(A) payment of retirement benefits commenced to the Participant if the Participant returned to employment with the Company and Affiliates, or

(B) payment of retirement benefits would have commenced to him if the Participant had not remained in employment with the Company and Affiliates, if in either case the Participant receives pay from the Company and Affiliates for any Hours of Service performed on each of 8 or more days (or separate work shifts) in such calendar month.

(2) **Suspendable Amount** means the monthly retirement benefits otherwise payable in a calendar month in which the Participant is engaged in Postretirement Date Service.

(ii) Payment shall be permanently withheld of a portion of a Participant's retirement benefits, not in excess of the Suspendable Amount, for each calendar month during which the Participant is employed in Postretirement Date Service. If payments have been suspended pursuant to Subsection (ii) above, such payments shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed in Postretirement Date Service; provided, however, that no payments shall resume until the Participant has complied with the requirements set forth in Subsection (vi) below. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of Postretirement Date Service and the resumption of payment, less any amounts that are subject to offset pursuant to Subsection (iv) below.

(iii) Retirement benefits made subsequent to Postretirement Date Service shall be reduced by (1) the actuarial equivalent (based on the assumptions in Exhibit E-4) of any benefits paid to the Participant prior to the time the Participant is reemployed after the Participant's Normal Retirement Date; and (2) the amount of any payments previously made during those calendar months in which the Participant was engaged in Postretirement Date Service; provided, however, that such reduction under (Subsection (2)) shall not exceed, in any one month, 25% percent of that month's total retirement benefits (excluding amounts described in Subsection (ii) above) that would have been due but for the offset.

(iv) Any Participant whose retirement benefits are suspended pursuant to Subsection (ii) of this Section 3.4.2 shall be notified (by personal delivery or certified or registered mail) during the first calendar month in which payments are withheld that the Participant's retirement benefits are suspended. Such notification shall include:

(1) a description of the specific reasons for the suspension of payments;

(2) a general description of the Plan provisions relating to the suspension;

(3) a copy of the provisions;

(4) a statement to the effect that applicable Department of Labor Regulations may be found at Section 2530.203-3 of Title 29 of the Code of Federal Regulations;

(5) the procedure for appealing the suspension, which procedure shall be governed by Section 12.11; and

(6) the procedure for filing a benefits resumption notification pursuant to Subsection (vi) below.

If payments subsequent to the suspension are to be reduced by an offset pursuant to Subsection (iv) above, the notification shall specifically identify the periods of employment for which the amounts to be offset were paid, the Suspendable Amounts subject to offset, and the manner in which the Plan intends to offset such Suspendable Amounts.

(vi) Payments shall not resume as set forth in Subsection (iii) above until a Participant performing Postretirement Date Service notifies the Administrator in writing of the cessation of such Service and supplies the Administrator with such proof of the cessation as the Administrator may reasonably require.

(vii) A Participant may request, pursuant to the procedure contained in Section 12.11, a determination whether specific contemplated employment will constitute Postretirement Date Service.

3.5 **Benefit Limitations**

3.5.1 **Limitation on Accrued Benefit: N**otwithstanding any other provision of the Plan, the annual benefit payable under the Plan to a Participant, when expressed as a monthly benefit commencing at the Participant's Social Security Retirement Age (as defined in Code Section 415(b)(8)), shall not exceed the lesser of (a) $13,333.33 or (b) the highest average of the Participant's monthly compensation for 3 consecutive calendar years, subject to the following:

(i) The maximum shall apply to the Individual Life Annuity computed under Section 3.1, 3.2, 3.3 or Article IV and to that portion of the Accrued Benefit (as adjusted as required under Code Section 415) payable in the form elected to the Participant during the Participant's lifetime.

(ii) If a Participant has fewer than 10 years of participation in the Plan, the maximum dollar limitation of Subsection (a) above shall be multiplied by a fraction of which the numerator is the Participant's actual years of participation in the Plan (computed to fractional parts of a year) and the denominator is 10. If a Participant has fewer than 10 Years of Vesting Service, the maximum compensation limitation in Subsection (b) above shall be multiplied by a fraction of which the numerator is the Years of Vesting Service (computed to fractional parts of a year) and the denominator is 10. Provided, however, that in no event shall such dollar or compensation limitation, as applicable, be less than 1/10th of such limitation determined without regard to any adjustment under this Subsection (ii).

(iii) As of January 1 of each year, the dollar limitation as adjusted by the Commissioner of Internal Revenue for that calendar year to reflect increases in the cost of living shall become effective as the maximum dollar limitation in Subsection (a) above for the Plan Year ending within that calendar year for Participants terminating in or after such Plan Year.

(iv) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a Life Annuity beginning at the earlier age that is the Actuarial Equivalent of the dollar limitation under Subsection (a) above applicable to the Participant at age 62. The

defined benefit dollar limitation applicable at an age prior to age 62 is determined by using the lesser of the effective Early Retirement reduction, as determined under the Plan, or 5% per year. The mortality basis for determining Actuarial Equivalence for terminations on or after December 31, 2002, as applicable, shall be the 1994 Group Annuity Reserving Table (weighted 50% male, 50% female and projected to 2002 using Scale AA), which is the table prescribed in Rev. Rul. 2001-62, (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code or other guidance of general applicability issued thereunder).

For periods prior to January 1, 2002, the dollar limitation under Code Section 415 in effect for the applicable Plan Year above shall be modified as follows to reflect commencement of retirement benefits on a date other than the Participant's Social Security Retirement Age:

(1) if the Participant's Social Security Retirement Age is 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the dollar limitation under Subsection (a) above by 5/9ths of 1% for each month by which benefits commence before the month in which the Participant attains age 65;

(2) if the Participant's Social Security Retirement Age is greater than 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the dollar limitation under Subsection (a) above by 5/9ths of 1% for each of the first 36 months and by 5/12ths of 1% for each of the additional months by which benefits commence before the month in which the Participant attains the Participant's Social Security Retirement Age;

(3) if the Participant's benefit commences prior to age 62, the dollar limitation shall be the actuarial equivalent of Subsection (a) above, payable at age 62, as determined above, reduced for each month by which benefits commence before the month in which the Participant attains age 62. The interest rate for determining Actuarial Equivalence shall be the greater of the interest rate assumption under the Plan for determining early retirement benefits or 5% per year. The mortality basis for determining Actuarial Equivalence for terminations on or after January 1, 1995 shall be the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female);

(v) Notwithstanding the foregoing, the maximum as applied to any FMC Participant on April 1, 1987 shall in no event be less than the FMC Participant's "current accrued benefit" as of March 31, 1987, under the FMC Plan, as that term is defined in Section 1106 of the Tax Reform Act of 1986.

(vi) The maximum shall apply to the benefits payable to a Participant under the Plan and all other tax-qualified defined benefit plans of the Company and Affiliates (whether or not terminated), and benefits shall be reduced, if necessary, in the reverse of the chronological order of participation in such plans.

3.5.2 **Multiple Plan Reduction:** With respect to each FMC Participant who did not have 1 Hour of Service after December 31, 1999 and who is (or has been) a participant in any defined contribution plan (whether or not terminated) maintained by FMC, the Company or an Affiliate, the sum of the FMC Participant's defined benefit plan fraction (as defined under Code Section 415(e)(2)) and defined contribution plan fraction (as defined under Code Section 415(e)(3)) shall not exceed 1. If such sum exceeds 1, the FMC Participant's defined benefit plan fraction shall be reduced until such sum equal 1.

3.5.3 **Annual Compensation Limit:** The accrued benefit of each "Section 401(a)(17) employee" under this Plan will be the greater of the accrued benefit determined for the Employee under (a) or (b) below:

(a) the Employee's accrued benefit determined with respect to the benefit formula applicable for the Plan Year beginning on or after January 1, 1994, as applied to the Employee's total Years of Credited Service, or

(b) the sum of:

(i) the Employee's accrued benefit as of the last day of the last Plan Year beginning before January 1, 1994, frozen in accordance with section 1.401(a)(4)-13 of the regulations under the Code, and the Employee's accrued benefit determined under the benefit formula applicable for the Plan Year beginning on or after January 1, 1994, as applied to the Employee's Years of Credited Service credited to the Employee for Plan Years beginning on or after January 1, 1994.

A "Section 401(a)(17) employee" means an Employee whose current accrued benefit as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1994. is based on Earnings for a year beginning prior to January 1, 1994 that exceeded $150,000.

3.5.4 **Incorporation of Section 415 of the Code:** The provisions set forth in Article III are intended to comply with the requirements of Section 415 of the Code and shall be interpreted, applied and if and to the extent necessary, deemed modified without formal language so as to satisfy solely the minimum requirements of Section 415.

3.6 **FMC Participants' Benefits**

The Normal Retirement Benefit, Early Retirement Benefit and Termination Benefit for each FMC Participant who is not an Employee and who does not complete an Hour of Service on or after May 1, 2001 shall, notwithstanding the provisions of Sections 3.1, 3.2, 3.3 or 4.2 hereof, equal the accrued benefit of such FMC Participant as transferred from the FMC Plan in the FTI Spinoff.

ARTICLE IV

Termination Benefits

4.1 **Termination of Service**

Except as otherwise provided in the applicable Supplement, a Participant who has 5 Years of Vesting Service but who ceases to be an Employee before the Participant's Early Retirement Date for any reason other than death, shall be entitled to receive a "Termination Benefit" determined under Section 4.2. Except as otherwise provided in the applicable Supplement, unless the Participant elects otherwise subject to Section 3.3.2, payment of such benefit shall commence as of the first day of the month coincident with or next following the Participant's Normal Retirement Date or, if the Participant elects, as of the first day of any month before such Normal Retirement Date and coincident with or following the Participant's 55th birthday. Any such election of the earlier Annuity Starting Date shall be made by giving advance written notice to the Administrator in accordance with rules prescribed by the Administrator. Except as provided in Article V and Article VII, no benefits shall be payable to any person if the Participant dies prior to the Annuity Starting Date. A terminated Participant who has no vested interest in the Participant's accrued benefit shall be deemed to have received a distribution of the Participant's entire vested benefit. The Committee or its delegatee may, in its discretion, fully vest a Participant in the Participant's accrued benefit in the event the Participant's employment with the Company is affected by a transaction undertaken by the Company.

4.2 **Amount of Termination Benefit**

Except as otherwise provided in the applicable Supplement or in Section 3.6, a Participant's monthly Termination Benefit shall be determined pursuant to Sections 3.1.2 and 3.1.3 as in effect on the date the Participant terminates employment, except that the following adjustments shall be made if payment of the Participant's Termination Benefit is to commence before the Normal Retirement Date:

(a) the amount computed pursuant to Section 3.1.2 shall be reduced by 1/2 of 1% for each month between the Annuity Starting Date and the Normal Retirement Date;

(b) the amount of Employee Contributions and Interest required to provide $1 of monthly retirement benefit under Section 3.1.3 shall be increased by $3 for each full year by which the Annuity Starting Date precedes the Normal Retirement Date, and partial years shall be prorated on the basis of $0.25 per month;

(c) notwithstanding Subsection (a) of this Section 4.2, the amounts computed pursuant to Section 3.1.2 shall be reduced by 1/3 of 1% for each month in excess of 36 by which the Annuity Starting Date precedes the Participant's 65th birthday if:

(i) the Participant's combined age and Years of Vesting Service equal at least 65, and the Participant ceases to be an Employee (1) because of the permanent shutdown of a single site of employment or one or more facilities or operating units within a single site of employment or (2) in connection with a permanent reduction in force; or

(ii) the Participant has Years of Vesting Service attributable to employment with FMC before January 1, 1989, has attained age 40, and permanently ceases to be an Employee because of the permanent shutdown of a single site of employment, resulting in the termination of employment of not more than 20 Participants at that employment site.

(d) If a Participant ceases to be an Employee (1) because of the permanent shut down of a single site of employment of one or more facilities or operating units within a single site of employment, or (2) in connection with a permanent reduction in force, solely for purposes of determining a Participant's eligibility for Early Retirement, a Participant with 10 Years of Credited Service shall have added to his or her age the number of weeks of pay he or she receives that are attributable to severance pay, unused vacation pay and accrued vacation pay.

(e) Notwithstanding anything herein to the contrary, for purposes of determining a Participant's total combined age and Years of Vesting Service under Section 4.2(c) and 4.2(d), a partial month of age or Period of Service shall be counted as a whole month, and fractional years of age and Years of Vesting Service shall be taken into account.

ARTICLE V

Refund of Employee Contributions

5.1 **Employee Contributions**

No Employee Contributions are permitted to be made to this Plan. However, Employee Contributions which were transferred from the FMC Plan are held under this Plan for the FMC Participants. All Employee Contributions transferred from the FMC Plan are fully vested and nonforfeitable and will be paid in accordance with the terms of Sections 5.2, 5.3 or 5.4 or in accordance with the terms of Section 3.1.3, 3.2.4, or 3.3.1, as applicable.

5.2 **Withdrawal of Employee Contributions**

A FMC Participant may withdraw all of the FMC Participant's Employee Contributions, plus Interest thereon to the date of withdrawal, at any time before payment of a monthly retirement benefit commences by giving advance written notice to the Administrator in accordance with procedures prescribed by the Administrator. No partial withdrawal of Employee Contributions and Interest shall be permitted.

Payment of the FMC Participant's Employee Contributions plus Interest shall be in the normal form of benefit (50% Joint and Survivor's Annuity for a married FMC Participant, Individual Life Annuity for an unmarried FMC Participant) unless the FMC Participant waives such annuity (with the consent of the FMC Participant's spouse, if the FMC Participant is married, in accordance with Section 6.3) and elects payment in a single sum.

5.3 **Refund Upon Death Before Annuity Starting Date**

If a FMC Participant dies before the Annuity Starting Date, the FMC Participant's Beneficiary shall receive in a lump sum a refund of the FMC Participant's unwithdrawn Employee Contributions and Interest. The refund shall be made as soon as reasonably practicable after the date of the FMC Participant's death, and Interest shall be computed to the date when the refund is paid.

5.4 **Refund After Annuity Starting Date**

If a FMC Participant dies after the Annuity Starting Date, there shall be paid to his or her Beneficiary the difference, if any, between such FMC Participant's Employee Contributions and Interest as of the Annuity Starting Date and:

(a) if the FMC Participant elected an Individual Life Annuity or a Level Income Option, the portion of the benefits which the FMC Participant has received which are attributable to Employee Contributions and Interest;

(b) if the FMC Participant elected any other form of benefit, the portion of the benefits received by the FMC Participant and the FMC Participant's Joint Annuitant which are attributable to Employee Contributions and Interest.

Any payment pursuant to (a) above shall be made as soon as reasonably practicable after the FMC Participant's death. Any payment pursuant to (b) above shall be made as soon as reasonably practicable after all other benefit payments to the Joint Annuitant have ceased.

ARTICLE VI

Payment of Retirement Benefits

6.1 **Normal Form of Benefit**

Except as otherwise provided in the applicable Supplement, a Participant's benefit shall be paid in the form of a 50% Joint and Survivor's Annuity, with the Participant's spouse as Joint Annuitant if the Participant is married on the Annuity Starting Date, and in the form of an Individual Life Annuity if the Participant is not married on the Annuity Starting Date, unless the Participant elects with spousal consent not to receive payments pursuant to this 6.1 and to receive payments in one of the optional forms permitted under Section 6.2. An election not to receive the normal form of benefit and to receive payment in any optional form shall satisfy the applicable requirements of Section 6.3.

6.2 **Available Forms of Benefits**

A Participant may elect with spousal consent and in accordance with Section 6.3, to receive the Participant's benefits in any one of the forms of benefits described in this Section 6.2.

6.2.1 **Individual Life Annuity**: An Individual Life Annuity is an immediate annuity which provides equal monthly payments for the Participant's life only.

6.2.2 **50% Joint and Survivor's Annuity:** A 50% Joint and Survivor's Annuity is an immediate annuity which is the actuarial equivalent of an Individual Life Annuity (determined in accordance with Exhibit E-1) (effective February 1, 2006, the Actuarial Equivalent of an Individual Life Annuity), but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity.

6.2.3 **100% Joint and Survivor's Annuity:** A 100% Joint and Survivor's Annuity is an immediate annuity which is the actuarial equivalent of an Individual Life Annuity (determined in accordance with Exhibit E-2) (effective February 1, 2006, the Actuarial Equivalent of an Individual Life Annuity), but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity.

6.2.4 **Level Income Option:** The Level Income Option provides greater monthly annuity payments prior the Participant's 62nd birthday (determined in accordance with Exhibit E-3 (effective February 1, 2006, determined in accordance with the definition of Actuarial Equivalence in Article I)) and after such birthday provides reduced monthly annuity payments in an amount which, when added to the Primary Social Security Benefits which the Participant could elect to receive, approximately equals the amount of the monthly annuity paid prior to the Participant's 62nd birthday. A Participant who is entitled to an Early Retirement Benefit under Section 3.2 and who elects to have such benefit commence prior to age 62 may elect the Level Income Option, unless the Primary Social Security Benefits which the Participant could elect to receive at age 62 would equal or exceed the amount of the monthly annuity payments prior to age 62 or unless the Participant is receiving Social Security disability benefits. Such election shall be subject to the approval of the Participant's spouse, given in accordance with the requirements for spousal consent under Section 6.3.

6.2.5 **Qualified Optional Survivor Annuity:** Effective for Plan Years beginning on or after January 1, 2008, a Participant may elect a Qualified Optional Survivor Annuity which is an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's surviving spouse that equals 75% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse.

6.3 **Election of Benefits**

6.3.1 The Administrator shall provide each Participant with a written notice containing the following information:

(a) a general description of the normal form of benefit payable under the Plan;

(b) the Participant's right to make and the effect of an election to waive the normal form of benefit;

(c) the right of the Participant's spouse not to consent to the Participant's election under Section 6.1;

(d) the right of Participant to revoke such election, and the effect of such revocation;

(e) the optional forms of benefits available under the Plan; and

(f) the Participant's right to request in writing information on the particular financial effect of an election by the Participant to receive an optional form of benefit in lieu of the normal form of benefit.

6.3.2 The notice under Section 6.3.1 shall be provided to the Participant at each of the following times as shall be applicable to him:

(a) not more than 90 (effective January 1, 2008, 180) days and not less than 30 days after a Participant who is in the employ of the Company or an Affiliate gives notice of the Participant's intention to terminate employment and commence receipt of the Participant's retirement benefits under the Plan; or

(b) not more than 90 (effective January 1, 2008, 180) days and not less than 30 days prior to the attainment of age 65 of a Participant (whether or not the Participant has terminated employment) who has not previously commenced receiving retirement benefits.

The election period in Section 6.3.3 for a Participant who requests additional information during the election period will be extended until 90 days after the additional information is mailed or personally delivered. Any such request shall be made only within 90 days after the date the information described in Section 6.3.1 is given to the Participant, and the Administrator shall not be obligated to comply with more than one such request. Any information provided pursuant to this Section 6.3.2 will be given to the Participant within 30 days after the date of the Participant's request and will be based upon the estimated benefits to which the Participant will be entitled as of the later of the first day on which such benefits could commence or the last day of the Plan Year in which the Participant's request is received. If a Participant files an election (or revokes an election) pursuant to this Section 6.3 less than 60 days prior to the Annuity Starting Date, such Participant's initial payments may be delayed for administrative reasons. In such event, the payments shall begin as soon as practicable and shall be made retroactively to such date. Notwithstanding the above to the contrary, effective January 1, 2004, in the event a Participant elects a Retroactive Annuity Starting Date as provided in Section 6.6, the notice under 6.3.1 shall be provided to the Participant on or about the date that the Participant files an election for a Retroactive Annuity Starting Date.

6.3.3 A Participant may make the election provided in Section 6.3 by filing the prescribed form with the Administrator at any time during the election period. The election period shall begin 90 (effective January 1, 2008, 180) days prior to the Participant's Annuity Starting Date. Such election shall be subject to the written consent of the Participant's spouse, acknowledging the effect of the election and witnessed by a Plan representative or a notary public. Such spousal consent shall not be required if the Participant establishes to the satisfaction of the Administrator that the consent of the spouse may not be obtained because there is no spouse or the spouse cannot be located. A spouse's consent shall be irrevocable. The election in Section 6.3 may be revoked or changed at any time during the election period but shall be irrevocable thereafter.

6.3.4 Notwithstanding Section 6.3.3:

(a) distribution of benefits may commence less than 30 days after the notice required pursuant to Section 6.3.1 is provided if:

(i) the Participant elects to waive the requirement that notice be given at least 30 days prior to the Annuity Starting Date; and

(ii) the distribution commences more than 7 days after such notice is provided.

(b) The notice described in Section 6.3.1 may be provided after the Annuity Starting Date, in which case the applicable election period shall not end before the 30th day after the date on which such notice is provided, unless the Participant elects to waive the 30-day notice requirements pursuant to Subsection (a) above.

6.3.5 Notwithstanding the foregoing provisions in Section 6.3, effective January 1, 2004, a Participant may elect a Retroactive Annuity Starting Date (as defined in Treas. Reg. 1.417(e)-1(b)(3)(iv)(B)), pursuant to Section 6.6. In the event that the notice information described in Section 6.3 is provided to the Participant after the Participant's Annuity Starting Date (as defined in Section 417(f)(2) of the Code) or Retroactive Annuity Starting Date, the Participant shall have at least 30 days after the date the notification is provided to make the election described in Section 6.3. The Participant may waive this 30 day period pursuant to the provisions of Section 6.3.4.

6.4 **Joint Annuitants**

A Participant who elects a joint and survivor's annuity shall designate a Joint Annuitant when making such an election. A Participant may designate any individual as the Joint Annuitant; provided, however, that the Joint Annuitant shall be the Participant's spouse unless the Participant's spouse consents to the designation of another individual in accordance with the requirements for spousal consent under Section 6.3.3. A designation of a Joint Annuitant may be revoked or changed at any time during the applicable election period described in Section 6.3.3 but shall become irrevocable thereafter. If the Joint Annuitant dies on or after the Annuity Starting Date the Participant shall continue to receive the reduced monthly annuity.

6.5 **FMC Participants in Pay Status**

Notwithstanding any provision in the Plan to the contrary, each FMC Participant who had elected to receive and/or was receiving their normal retirement benefit, early retirement benefit, deferred retirement benefit or termination benefit under the FMC Plan prior to the Effective Date shall on and after the Effective Date continue to receive such benefits in the same form, and in the same amount as such FMC Participant and/or, as applicable, FMC Joint Annuitant, was receiving or would have received under the FMC Plan prior to the Effective Date as if such benefits were paid by the FMC Plan. In addition, each FMC Beneficiary who was receiving benefits under the FMC Plan on behalf of an FMC Participant prior to the Effective Date shall continue to receive such benefits from this Plan after the Effective Date in the same form and in the same amount as if such benefits were paid by the FMC Plan.

6.6. **Election of Retroactive Annuity Starting Date**

Effective January 1, 2004, a Participant may elect a "Retroactive Annuity Starting Date" (as defined in Treas. Reg. 1.417(e)-1(b)(3)(iv)(B)), that occurs on or before the date the notice information described in Section 6.3 is provided to the Participant, provided the following conditions are satisfied:

(a) The Participant's spouse (including an alternate payee who is treated as the spouse under a qualified domestic relations order), determined as if the date distributions commence were the Participant's Annuity Starting Date (as defined in Section 417(f)(2) of the Code), consents to the Participant's election of a Retroactive Annuity Starting Date. The spousal consent requirement of this Section 6.6(a) is satisfied if such consent satisfies the conditions of Section 6.3.3 above.

(b) If the date distribution commences is more than 12 months from the Retroactive Annuity Starting Date, the distribution provided based on the Retroactive Annuity Starting Date shall satisfy Section 415 of the Code as though the date distribution commences is substituted for the annuity starting date for all purposes, including for purposes of determining the applicable interest rate and applicable mortality table (as defined in Article I).

(c) If the distribution is payable as a lump sum, the distribution amount shall not be less than the present value of the Participant's accrued benefit, determined (i) using the applicable mortality table and applicable interest rate as of the distribution date or (ii) using the applicable mortality table and applicable interest rate as of the Participant's Retroactive Annuity Starting Date. For purposes of this paragraph (c) applicable mortality table and applicable interest rate are defined in Article I.

If a Participant elects a Retroactive Annuity Starting Date the following provisions shall apply:

(a) future periodic payments shall be the same as the future periodic payments, if any, that would have been paid with respect to the Participant had payments actually commenced on the Retroactive Annuity Starting Date;

(b) the Participant shall receive a make-up payment to reflect any missed payment or payments for the period from the Retroactive Annuity Starting Date to the date of actual make-up payment (with appropriate adjustment for interest from the date the missed payment or payments would have been made to the date of the actual make-up payment);

(c) the benefit determined as of the Retroactive Annuity Starting Date shall satisfy Section 417(e)(3) of the Code, if applicable, and Section 415 with the applicable interest rate and applicable mortality table (as defined in Article I) determined as of that date; and the Retroactive Annuity Starting Date shall not precede the date the Participant could have otherwise started receiving benefits under the Plan.

ARTICLE VII

Survivor's Benefits

7.1 **Preretirement Survivor's Benefit**

7.1.1 **Eligibility:** If a Participant who continues to be employed by the Company at any time on or after attaining age 55 and 10 Years of Credited Service dies (whether or not so employed on the date of death) before the Annuity Starting Date, then such Participant's surviving Joint Annuitant (if any) shall be entitled to receive a survivor's benefit for life, determined under Section 7.2. Payment of such benefit shall commence as of the first day of the month coincident with or next following the date of the Participant's death.

7.1.2 **Amount of Preretirement Survivor's Benefit:** The preretirement survivor's benefit under this Section 7.1 shall be computed as follows:

(a) If the Participant's Period of Service has not terminated before the Participant's death, the survivor's benefit shall be equal to the benefit which would have been paid to the Participant's Joint Annuitant if the Participant's Period of Service had terminated on the date of death, benefits in the form of a 50% Joint and Survivor's Annuity commenced as of the first day of the next following month, and the Participant died on such day.

(b) If the Participant's Period of Service has terminated before the Participant's death but the Participant has deferred the commencement of the Early Retirement Benefit, the survivor's benefit shall be equal to the benefit which the Participant's Joint Annuitant would have been paid if the Participant had elected a 50% Joint and Survivor's benefit commencing as of the first day of the month next following the date of the Participant's death.

(c) The survivor's benefit payable pursuant to this Section 7.1.2 shall exclude any retirement benefit based upon Employee Contributions and Interest (which will be refunded upon the Participant's death, to the extent provided in Article V).

7.1.3 **Designation of Joint Annuitant Other Than Spouse:** A participant may elect at any time during the Election Period (as defined in Section 7.1.5) to waive the Preretirement Survivor Annuity and to revoke any such election at any time during the Election Period. Any election by a Participant to waive the Preretirement Survivor Annuity shall not take effect unless the Participant's spouse consents in writing to such election, such consent acknowledges the effect of such an election and the consent is witnessed by a representative of the Plan or a notary public, unless the Participant establishes to the satisfaction of the Committee that such consent may not be obtained because there is no spouse, the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. The consent by a spouse shall be irrevocable and shall be effective only with respect to that spouse.

7.1.4 **Explanation of Preretirement Survivor's Benefit:** The Committee shall provide each Participant with a written explanation with respect to the Preretirement Survivor Annuity as soon as administratively feasible after the Participant attains age 55. The explanation shall include:

(a) the terms and conditions of the Preretirement Survivor Annuity,

(b) the Participant's right to make, and the effect of, an election to waive the Preretirement Survivor Annuity,

(c) the rights of the Participant's spouse in connection therewith, and

(d) the right to make, and the effect of, the revocation of an election to waive the Preretirement Survivor Annuity.

7.1.5 **Election Period:** For purposes of this Section 7.1.5, the term "Election Period" means the period that begins on the Participant's 55th birthday and ends on the date of the Participant's death.

7.2 **Surviving Spouse's Benefit**

If a Participant who has 5 or more Years of Vesting Service but does not meet the requirements for the preretirement survivor's benefit under Section 7.1 dies before the Annuity Starting Date, then such Participant's surviving spouse (if any) shall be entitled to receive a survivor's benefit for life. The amount of such survivor's benefit shall be determined pursuant to Section 4.2 based upon the Participant's age and Years of Credited Service on the date of the Participant's death and paid in the form of a 50% Joint and Survivor's Annuity as if the Participant had died on the date such benefits commenced. The survivor's benefit payable pursuant to this Section 7.2 shall exclude any retirement benefit based upon Employee Contributions and Interest (which will be refunded upon the Participant's death to the extent provided in Article V). Payment of the survivor's benefit shall commence on the first day of the month coincident with or next following the later of the Participant's 55th birthday or his death, unless the Participant's spouse elects to commence payment of benefits as of the first day of any subsequent month, but not later than the Participant's Normal Retirement Date.

7.3 **Certain Former Employees**

FMC Participants who have 10 Years of Vesting Service but who have not been credited with an Hour of Service on or after August 23, 1984 and are not receiving benefits on that date shall be entitled to elect survivor's benefits only as follows:

(a) If the FMC Participant was credited with an Hour of Service under the FMC Plan or a predecessor plan on or after September 2, 1974, but is not otherwise credited with an Hour of Service in a Plan Year beginning on or after January 1, 1976, under the FMC Plan or this Plan, the Participant shall be afforded an opportunity to elect payment of benefits in the form of a 50% Joint and Survivor's Annuity.

(b) If the Participant is credited with an Hour of Service under this Plan, the FMC Plan or a predecessor plan in a Plan Year beginning after December 31, 1975. the Participant shall be afforded the opportunity to elect a Surviving Spouse's Benefit under Section 7.2.

ARTICLE VIII

Fiduciaries

8.1 **Named Fiduciaries**

8.1.1 The Company is the Plan sponsor and a "named fiduciary" with respect to control over and management of the Plan's assets only to the extent that it (a) shall appoint the members of the Committee which administers the Plan at the Administrator's direction; (b) shall delegate its authorities and duties as "plan administrator," as defined under ERISA, to the Committee; and (c) shall continually monitor the performance of the Committee.

8.1.2 The Company, as Administrator, and the Committee, which administers the Plan at the Administrator's direction, are "named fiduciaries" of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to control and manage the operation and administration of the Plan. The Administrator is also the "administrator" and "plan administrator" of the Plan, as those terms are defined in ERISA Section 3(16)(A) and Code Section 414(g), respectively.

8.1.3 The Trustee is a "named fiduciary" of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to manage and control all Trust assets, except to the extent that authority is delegated to an Investment Manager or to the extent the Administrator or the Committee directs the allocation of Trust assets among general investment categories.

8.1.4 The Company, the Administrator, and the Trustee are the only named fiduciaries of the Plan.

8.2 **Employment of Advisers**

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

8.3 **Multiple Fiduciary Capacities**

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

8.4 **Payment of Expenses**

All Plan expenses, including expenses of the Administrator, the Committee, the Trustee, any Investment Manager and any insurance company, will be paid by the Trust Fund, unless a Participating Employer elects to pay some or all of those expenses.

8.5 **Indemnification**

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

ARTICLE IX

Plan Administration

9.1 **Powers, Duties and Responsibilities of the Administrator and the Committee**

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

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

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

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

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

9.1.6 The Administrator and the Committee will exercise all responsibilities in a uniform and nondiscriminatory manner.

9.2 **Delegation of Administration Responsibilities**

The Administrator and the Committee may designate by written instrument one or more actuaries, accountants or consultants as fiduciaries to carry out, where appropriate, their administrative responsibilities, including their fiduciary duties. The Committee may from time to time allocate or delegate to any subcommittee, member of the Committee and others, not necessarily employees of the Company, any of its duties relative to compliance with ERISA, administration of the Plan and other related matters, including those involving the exercise of discretion. The Company's duties and responsibilities under the Plan shall be carried out by its directors, officers and employees, acting on behalf of and in the name of the Company in their capacities as directors, officers and employees, and not as individual fiduciaries. No director, officer nor employee of the Company shall be a fiduciary with respect to the Plan unless he or she is specifically so designated and expressly accepts such designation.

9.3 **Committee Members**

The Committee shall consist of not less than three people, who need not be directors, and shall be appointed by the Board of Directors of the Company. Any Committee member may resign and the Board of Directors may remove any Committee member, with or without cause, at any time. A majority of the members of the Committee shall constitute a quorum for the transaction of business and the act of a majority of the Committee members at a meeting at which a quorum is present shall be the act of the Committee. The Committee can act by written consent signed by all of its members. Any members of the Committee who are Employees shall not receive compensation for their services for the Committee. No Committee member shall be entitled to act on or decide any matter relating solely to his or her status as a Participant.

ARTICLE X

Funding of the Plan

10.1 **Appointment of Trustee**

The Committee or its authorized delegatee will appoint the Trustee and either may remove it. The Trustee accepts its appointment by executing the Trust Agreement. A Trustee will be subject to direction by the Committee or its authorized delegatee or, to the extent specified by the Company, by an Investment Manager, and will have the degree of discretion to manage and control Plan assets specified in the Trust Agreement. Neither the Company nor any other Plan fiduciary will be liable for any act or omission to act of a Trustee, as to duties delegated to the Trustee.

10.2 **Actuarial Cost Method**

The Committee or its authorized delegatee shall determine the actuarial cost method to be used in determining costs and liabilities under the Plan pursuant to Section 301 et seq., of ERISA, and Section 412 of the Code. The Committee or its authorized delegatee shall review such actuarial cost method from time to time, and if it determines from review that such method is no longer appropriate, then it shall petition the Secretary of the Treasury for approval of a change of actuarial cost method.

10.3 **Cost of the Plan**

Annually the Committee or its authorized delegatee shall determine the normal cost of the Plan for the Plan Year and the amount (if any) of the unfunded past service cost on the basis of the actuarial cost method established for the Plan using actuarial assumptions which, in the aggregate, are reasonable. The Committee or its authorized delegatee shall also determine the contributions required to be made for each Plan Year by the Participating Employers in order to satisfy the minimum funding standard (or alternative minimum funding standard) for such Plan Year determined pursuant to Sections 302 through 305 of ERISA and Section 412 of the Code.

10.4 **Funding Policy**

The Participating Employers shall cause contributions to be made to the Plan for each Plan Year in the amount necessary to satisfy the minimum funding standard (or alternative minimum funding standard) for such Plan Year; provided, however, that this obligation shall cease when the Plan is terminated. In the case of a partial termination of the Plan, this obligation shall cease with respect to those Participants, Joint Annuitants and Beneficiaries who are affected by such partial termination. Each contribution is conditioned upon its deductibility under Section 404 of the Code and shall be returned to the Participating Employers within one year after the disallowance of the deduction (to the extent disallowed). Upon the Company's written request, a contribution that was made by a mistake of fact shall be returned to the Participating Employer within one year after the payment of the contribution.

10.5 **Cash Needs of the Plan**

The Committee or its authorized delegatee from time to time shall estimate the benefits and administrative expenses to be paid out of the Plan during the period for which the estimate is made and shall also estimate the contributions to be made to the Plan during such period by the Participating Employers. The Committee or its authorized delegatee shall inform the Trustees of the estimated cash needs of and contributions to the Plan during the period for which such estimates are made. Such estimates shall be made on an annual, quarterly, monthly or other basis, as the Committee shall determine.

10.6 **Public Accountant**

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

10.7 **Enrolled Actuary**

The Committee or its authorized delegatee shall engage an enrolled actuary to prepare the actuarial statement described in Section 103(d) of ERISA and to render the opinion described in Section 103(a)(4) of ERISA. The Committee or its authorized delegatee in its discretion may remove and discharge the person so engaged, but in such event it shall engage a successor enrolled actuary to perform such examination and render such opinion.

10.8 **Basis of Payments to the Plan**

All contributions to the Plan shall be made by the Participating Employers, and no contributions shall be required of or permitted by Participants. From time to time the Participating Employers shall make such contributions to the Plan as the Company determines to be necessary or desirable in order to fund the benefits provided by the Plan, and any expenses thereof which are paid out of the Trust Fund and in order to carry out the obligations of the Participating Employers set forth in Section 10.3. All contributions to the Plan shall be held by the Trustee in accordance with the Trust Agreement.

10.9 **Basis of Payments from the Plan**

All benefits payable under the Plan shall be paid by the Trustee out of the Trust Fund pursuant to the directions of the Administrator or the Committee and the terms of the Trust Agreement. The Trustee shall pay all proper expenses of the Plan and the Trust Fund out of the Trust Fund, except to the extent paid by the Participating Employers.

ARTICLE XI

Plan Amendment or Termination

11.1 **Plan Amendment or Termination**

The Company may amend, modify or terminate the Plan at any time by resolution of the Board or by resolution of or other action recorded in the minutes of the Administrator or the Committee. Execution and delivery by the Chairman of the Board, the President, any Vice President of the Company or the Committee of an amendment to the Plan is conclusive evidence of the amendment, modification or termination.

11.2 **Limitations on Plan Amendment**

No Plan amendment can:

(a) authorize any part of the Trust Fund to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Joint Annuitants and Beneficiaries;

(b) decrease the accrued benefits of any Participant or his or her Joint Annuitant or Beneficiary under the Plan; or

(c) except to the extent permitted by law, eliminate or reduce an early retirement benefit or retirement-type subsidy (as defined in Code Section 411) or an optional form of benefit with respect to service prior to the date the amendment is adopted or effective, whichever is later.

11.3 **Effect of Plan Termination**

Upon termination of the Plan, each Participant's rights to benefits accrued hereunder shall be vested and nonforfeitable, and the Trust shall continue until the Trust Fund has been distributed as provided in Section 11.4. Any other provision hereof notwithstanding, the Participating Employers shall have no obligation to continue making contributions to the Plan after termination of the Plan. Except as otherwise provided in ERISA, neither the Participating Employers nor any other person shall have any liability or obligation to provide benefits hereunder after such termination in excess of the value of the Trust Fund. Upon such termination, Participants, Joint Annuitants, and Beneficiaries shall obtain benefits solely from the Trust Fund. Upon partial termination of the Plan, this Section 11.3 shall apply only with respect to such Participants, Joint Annuitants and Beneficiaries as are affected by such partial termination.

11.4 **Allocation of Trust Fund on Termination**

On termination of the Plan, the Trust Fund shall be allocated by the Administrator on an actuarial basis among Participants, Joint Annuitants and Beneficiaries in the manner prescribed by Section 4044 of ERISA. Any residual assets of the Trust Fund remaining after such allocation shall be distributed to the Company if (a) all liabilities of the Plan to Participants, Joint Annuitants and Beneficiaries have been satisfied and (b) such a distribution does not contravene any provision of law. The foregoing notwithstanding, if any remaining assets of the Plan are attributable to Employee Contributions, such assets shall be equitably distributed to the FMC Participants who made such contributions (or to their Beneficiaries) in accordance with their rate of contribution. The benefit of any highly compensated employee or former employee (determined in accordance with section 414(g) of the Code and regulations thereunder) shall be limited to a benefit that is nondiscriminatory under section 401(a)(4) of the Code. In the event of a partial termination of the Plan, the Administrator shall arrange for the division of the Trust Fund, on a nondiscriminatory basis to the extent required by section 401 of the Code, into the portion attributable to those Participants, Joint Annuitants and Beneficiaries who are not affected by such partial termination and the portion attributable to such persons who are so affected. The portion of the Trust Fund attributable to persons who are so affected shall be allocated in the manner prescribed by section 4044 of ERISA.

ARTICLE XII

Miscellaneous Provisions

12.1 **Subsequent Changes**

All benefits to which any Participant, Joint Annuitant, or Beneficiary may be entitled hereunder shall be determined under the Plan in effect when the Participant ceases to be an Eligible Employee (or under the FMC Plan, as of the date each FMC Participant who is not an Employee ceased being an eligible employee under the FMC Plan) and shall not be affected by any subsequent change in the provisions of the Plan, unless the Participant again becomes an Eligible Employee.

12.2 **Plan Mergers**

The Plan shall not be merged or consolidated with any other plan, and no assets or liabilities of the Plan shall be transferred to any other plan, unless each Participant would receive a benefit immediately after such merger, consolidation or transfer (if the Plan then terminated) which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then been terminated). A list of plans which were merged into the FMC Plan since May 27, 1994 and whose assets were transferred to the Plan in connection with the FTI Spinoff is attached hereto and made a part hereof as Exhibit C.

12.3 **No Assignment of Property Rights**

The interest or property rights of any person in the Plan, in the Trust Fund or in any payment to be made under the Plan shall not be assignable nor be subject to alienation or option, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any act in violation of this Section 12.3 shall be void. This provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p). The Company shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

In addition, the prohibition of this Section 12.3 will not apply to any offset of a Participant's benefit under the Plan against an amount the Participant is ordered or required to pay to the Plan under a judgment, order, decree or settlement agreement that meets the requirements as set forth in this Section 12.3. The Participant must be ordered or required to pay the Plan under a judgment of conviction for a crime involving the Plan, under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor and the Participant in connection with a violation (or alleged violation) of that part 4. This judgment, order, decree or settlement agreement must expressly provide for the offset of all or part of the amount that must be paid to the Plan against the Participant's benefit under the Plan. In addition, if a Participant is entitled to receive a 50% Joint and Survivor Annuity under Section 6.1 of the Plan or a Survivor's Benefit under Article VII of the Plan, and the Participant is married at the time at which the offset is to be made, the Participant's spouse must consent to the offset in accordance with the spousal

consent requirements of Section 6.3.3 of the Plan, an election to waive the right of the spouse to the 50% Joint and Survivor Annuity (made in accordance with Section 6.3 of the Plan) or to the Survivor's Benefit (made in accordance with Article VII of the Plan) must be in effect, the spouse is ordered or required in the judgment, order, decree, or settlement to pay an amount to the Plan in connection with a violation of Part 4 of subtitle B or ERISA Title I, or the spouse retains in the judgment, order, decree, or settlement the right to receive the survivor annuity under the 50% Joint and Survivor Annuity or under the Survivor's Benefit, determined in the following manner: the Participant terminated employment on the date of the offset, there was no offset, the Plan permitted the commencement of benefits only on or after Normal Retirement Age, the Plan provided only the minimum-required qualified joint and survivor annuity, and the amount of the Survivor's Benefit under the Plan is equal to the amount of the survivor annuity payable under the minimum-required qualified joint and survivor annuity. For purposes of this Section 12.3 the term "minimum-required qualified joint and survivor annuity" means a qualified joint and survivor annuity which is the actuarial equivalent of the Participant's accrued benefit and under which the survivor's annuity is 50% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse.

12.4 **Beneficiary**

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

12.5 **Benefits Payable to Minors, Incompetents and Others**

If any benefit is payable to a minor, an incompetent, or a person otherwise under a legal disability, or to a person the Administrator reasonably believes to be physically or mentally incapable of handling and disposing of his or her property, whether because of his or her advanced age, illness, or other physical or mental impairment, the Administrator has the power to apply all or any part of the benefit directly to the care, comfort, maintenance, support, education, or use of the person, or to pay all or any part of the benefit to the person's parent, guardian, committee, conservator, or other legal representative, wherever appointed, to the individual with whom the person is living or to any other individual or entity having the care and control of the person. The Plan, the Administrator and any other Plan fiduciary will have fully discharged all responsibilities to the Participant, Joint Annuitant or Beneficiary entitled to a payment by making payment under the preceding sentence.

12.6 **Employment Rights**

Nothing in the Plan shall be deemed to give any person a right to remain in the employ of the Company and Affiliates or affect any right of the Company or any Affiliate to terminate a person's employment with or without cause.

12.7 **Proof of Age and Marriage**

Participants and Joint Annuitants shall furnish proof of age and marital status satisfactory to the Administrator at such time or times as it shall prescribe. The Administrator may delay the disbursement of any benefits under the Plan until all pertinent information with respect to age or marital status has been furnished and then make payment retroactively.

12.8 **Small Annuities**

If the sum of (a) the lump sum Actuarial Equivalent value of a Normal, Early, or Deferred Retirement Benefit under Article III, Termination Benefit (payable at the Participant's Normal Retirement Date) under Article IV, or Survivor's Benefit under Article VII, excluding any Aetna or Prudential nonparticipating annuity; and (b) the lump sum Actuarial Equivalent value of any Aetna or Prudential nonparticipating annuity is equal to $5,000 (effective January 1, 2005, $1,000) (or such other amount as may be prescribed in or under the Code) or less, such amounts shall be paid in a lump sum as soon as administratively practicable following the Participant's retirement, termination of employment or death.

For lump sum distributions paid on or after January 1, 2003, if the Participant is thereafter reemployed by the Company, the Participant's subsequent benefit will be reduced by the lump sum Actuarial Equivalent value of the lump sum distribution previously paid to the Participant. For lump sum distributions paid prior to January 1, 2003, if a Participant who has received such a lump sum distribution is thereafter reemployed by the Company, the Participant shall have the option to repay to the Plan the amount of such distribution, together with interest at the rate of 5% per annum (or such other rate as may be prescribed pursuant to section 411(c)(2)(C)(III) of the Code), compounded annually from the date of the distribution to the date of repayment. If a reemployed Participant does not make such repayment, no part of the Period of Service with respect to which the lump sum distribution was made shall count as Years of Vesting Service or Years of Credited Service.

12.9 **Controlling Law**

The Plan and all rights thereunder shall be interpreted and construed in accordance with ERISA and, to the extent that state law is not preempted by ERISA, the law of the State of Illinois.

12.10 **Direct Rollover Option**

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 12.10, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) As used in this Section 12.10, an "eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated

beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than $200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) As used in this Section 12.10, an "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution and an annuity contract described in Section 403(b) of the Code or an eligible retirement plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(c) As used in this Section 12.10, a "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(d) As used in this Section 12.10, a "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

12.11 **Claims Procedure**

12.11.1 Any application for benefits under the Plan and all inquiries concerning the Plan shall be submitted to the Company at such address as may be announced to Participants from time to time. Applications for benefits shall be in the form and manner prescribed by the Company and shall be signed by the Participant or, in the case of a benefit payable after the death of the Participant, by the Participant's Surviving Spouse or Beneficiary, as the case may be.

12.11.2 The Plan Administrator shall give written or electronic notice of its decision on any application to the applicant within 90 days of receipt of the application. Electronic notification may be used, at the discretion of the Plan Administrator (or Review Panel, as discussed below). If special circumstances require a longer period of time, the Plan Administrator shall provide notice to the applicant within the initial 90-day period, explaining the special circumstances requiring the extension of time and the date by which the Plan expects to render a benefit determination. A decision will be given as soon as possible, but no later than 180 days after receipt of the application. In the event any application for benefits is denied in whole or in part, the Plan Administrator shall notify the applicant in writing or electronic notification of the right to a review of the denial. Such notice shall set forth, in a manner calculated to be understood by the applicant: the specific reasons for the denial; the specific references to the Plan provisions on which the denial is based; a description of any information or material necessary to perfect the application and an explanation of why such material is necessary; and a description of the Plan's review procedures and the applicable time limits to such procedures, including a statement of the applicant's right to bring a civil action under ERISA Section 502(a) following a denial on review.

12.11.3 The Company shall appoint a "Review Panel," which shall consist of three or more individuals who may (but need not) be employees of the Company. The Review Panel shall be the named fiduciary that has the authority to act with respect to any appeal from a denial of benefits under the Plan, and shall hold meetings at least quarterly, as needed. The Review Panel shall have the authority to further delegate its responsibilities to two or more individuals who may (but need not) be employees of the Company.

12.11.4 Any person (or his authorized representative) whose application for benefits is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 60 days after receiving notice of the denial. The Review Panel shall give the applicant or such representative the opportunity to submit written comments, documents, and other information relating to the claim; and an opportunity to review, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other relevant information (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, TX 77067-4097." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents, or other material as it may deem necessary or appropriate in making its review. The Review Panel will consider all comments, documents, and other information submitted by the applicant regardless of whether such information was submitted or considered during the initial benefit determination.

12.11.5 The Review Panel shall act upon each request for review within 60 days after receipt thereof. If special circumstances require a longer period of time, the Review Panel shall so notify the applicant within the initial 60 days, explaining the special

circumstances requiring the extension of time and the date by which the Review Panel expects to render a benefit determination. A decision will be given as soon as possible, but no later than 120 days after receipt of the request for review. The Review Panel shall give notice of its decision to the Company and the applicant. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant, the specific reasons for such denial and specific references to the Plan provisions on which the decision is based. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the applicant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant: the specific reasons for such denial; the specific references to the Plan provisions on which the decision is based; the applicant's right, upon request and free of charge, to receive reasonable access to, and copies of, all documents and other relevant information (other than legally-privileged documents and information); and a statement of the applicant's right to bring a civil action under ERISA Section 502(a).

12.11.6 The Review Panel shall establish such rules and procedures, consistent with ERISA and the Plan, as it may deem necessary or appropriate in carrying out its responsibilities under this Section 12.11.

12.11.7 To the extent an application for benefits as a result of a Disability requires the Plan Administrator or the Review Panel, as applicable, to make a determination of Disability under the terms of the Plan, such determination shall be subject to all of the general rules described in this Section 12.11, except as they are expressly modified by this Section 12.11.7.

(a) If the applicant's claim is for benefits as a result of Disability, then the initial decision on a claim for benefits will be made within 45 days after the Plan receives the applicant's claim, unless special circumstances require additional time, in which case the Plan Administrator will notify the applicant before the end of the initial 45-day period of an extension of up to 30 days. If necessary, the Plan Administrator may notify the applicant, prior to the end of the initial 30-day extension period, of a second extension of up to 30 days. If an extension is due to the applicant's failure to supply the necessary information, the notice of extension will describe the additional information and the applicant will have 45 days to provide the additional information. Moreover, the period for making the determination will be delayed from the date the notification of extension was sent out until the applicant responds to the request for additional information. No additional extensions may be made, except with the applicant's voluntary consent. The contents of the notice shall be the same as described in Section 12.11.12 above. If a benefit claim as a result of Disability is denied in whole or in part, the applicant (or his authorized representative) will receive written or electronic notification, as described in Section 12.11.2.

(b) If an internal rule, guideline, protocol or similar criterion is relied upon in making the adverse determination, then the notice to the applicant of the adverse decision will either set forth the internal rule, guideline, protocol or similar criterion, or will state that such was relied upon and will be provided free of charge to the applicant upon request (to the extent not legally-privileged) and if the applicant's claim was denied based on a medical necessity or experimental treatment of similar exclusion or limit, then the applicant will be provided a statement either explaining the decision or indicating that an explanation will be provided to the applicant free of charge upon request.

(c) The Review Panel, as described above in Section 12.11.3 shall be the named fiduciary with the authority to act on any appeal from a denial of benefits as a result of Disability under the Plan. Any applicant (or his authorized representative) whose application for benefits as a result of Disability is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 180 days after receiving notice of the denial. The request for review shall be in the form and manner prescribed by the Review Panel and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, TX 77067-4097." In the event of such an appeal for review, the provisions of Section 12.11.4 regarding the applicant's rights and responsibilities shall apply. Upon request, the Review Panel will identify any medical or vocational expert whose advice was obtained on behalf of the Review Panel in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. The entity or individual appointed by the Review Panel to review the claim will consider the appeal de novo, without any deference to the initial benefit denial. The review will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial.

(d) If the initial benefit denial was based in whole or in part on a medical judgment, then the Review Panel will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial benefit determination nor is the subordinate of any person who was consulted in connection with that determination; and upon notifying the applicant of an adverse determination on review, include in the notice either an explanation of the clinical basis for the determination, applying the terms of the Plan to the applicant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(e) A decision on review shall be made promptly, but not later than 45 days after receipt of a request for review, unless special circumstances require an extension of time for processing. If an extension is required, the applicant will be notified before the end of the initial 45-day period that an extension of time is required and the anticipated date that the review will be completed. A decision will be given as soon as possible, but not later than 90 days after receipt of a request for review. The Review Panel shall give notice of its decision to the applicant; such notice shall comply with the requirements set forth in Section 12.11.5. In addition, if the applicant's claim was denied based on a medical necessity or experimental treatment or similar exclusion, the applicant will be provided a statement explaining the decision, or a statement providing that such explanation will be furnished to the applicant free of charge upon request. The notice shall also contain the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

12.11.8 No legal or equitable action for benefits under the Plan shall be brought unless and until the applicant (a) has submitted a written application for benefits in accordance with Section 12.11.1 (or 12.11.7(a), as applicable), (b) has been notified by the Plan Administrator that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 12.11.4 (or 12.11.7(c), as applicable); and (d) has been notified that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 12.11.5 (or 12.11.7(e), as applicable). An applicant may not bring an action for benefits in accordance with this Section 12.11.8 later than 90 days after the Review Panel denies the applicant's application for benefits.

12.12 **Participation in the Plan by an Affiliate**

12.12.1 With the consent of the Board, any Affiliate, by appropriate action of its board of directors, a general partner or the sole proprietor, as the case may be, may adopt the Plan and determine the classes of its Employees that will be Eligible Employees.

12.12.2 A Participating Employer will have no power with respect to the Plan except as specifically provided herein.

12.13 **Action by Participating Employers**

Any action required to be taken by the Company pursuant to any Plan provisions will be evidenced in the manner set forth in Section 11.1. Any action required to be taken by a Participating Employer will be evidenced by a resolution of the Participating Employer's board of directors (or an authorized committee of that board). Participating Employer action may also be evidenced by a written instrument executed by any person or persons authorized to take the action by the Participating Employer's board of directors, any authorized committee of that board, or the stockholders. A copy of any written instrument evidencing the action by the Company or Participating Employer must be delivered to the secretary or assistant secretary of the Company or Participating Employer.

ARTICLE XIII

Top Heavy Provisions

13.1 **Top Heavy Definitions**

For purposes of this Article XIII and any amendments to it, the terms listed in this Section 13.1 have the meanings ascribed to them below.

Aggregate Account means the value of all accounts maintained on behalf of a Participant, whether attributable to Company or employee contributions, determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.

Aggregation Group means the group of plans in a Mandatory Aggregation Group, if any, that includes the Plan, unless including additional Related Plans in the group would prevent the Plan for being a Top Heavy Plan, in which case Aggregation Group means the group of plans in a Permissive Aggregation Group, if any, that includes the Plan.

Compensation means compensation as defined in Code Section 415(c)(3) and Treasury regulations thereunder. For purposes of determining who is a Key Employee, Compensation will be applied by taking into account amounts paid by Affiliates who are not Participating Employers, as well as amounts paid by Participating Employers, and without applying the exclusions for amounts paid by a Participating Employer to cover an Employee's nonqualified deferred compensation FICA tax obligations and for gross-up payments on such FICA tax payments.

Determination Date means, for a Plan Year, the last day of the preceding Plan Year. If the Plan is part of an Aggregation Group, the Determination Date for each other plan will be, for any Plan Year, the Determination Date for that other plan that falls in the same calendar year as the Determination Date for the Plan.

Key Employee means an employee described in Code Section 416(i)(1), the regulations promulgated thereunder and other guidance of general applicability issued thereunder. Generally, a Key Employee is an Employee or former Employee who, at any time during the Plan Year containing the Determination Date is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than $130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002);

(b) a 5% owner of the Company or an Affiliate; or

(c) a 1% owner of the Company or an Affiliate with annual Compensation from the Company and all Affiliates of more than $150,000.

Mandatory Aggregation Group means each plan (considering the Plan and Related Plans) that, during the Plan Year that contains the Determination Date or any of the 4 preceding Plan Years:

(a) had a participant who was a Key Employee; or

(b) was required to be considered with a plan in which a Key Employee participated in order to enable the plan in which the Key Employee participated to meet the requirements of Code Section 401(a)(4) or 410(b).

Non-Key Employee means an Employee or former Employee who is not a Key Employee.

Permissive Aggregation Group means the group of plans consisting of the plans in a Mandatory Aggregation Group with the Plan, plus any other Related Plan or Plans that, when considered as a part of the Aggregation Group, does not cause the Aggregation Group to fail to satisfy the requirements of Code Section 401(a)(4) or 410(b).

Present Value of Accrued Benefits means, in the case of a defined benefit plan, a Participant's present value of accrued benefits determined as follows:

(a) as of the most recent "Actuarial Valuation Date," which is the most recent valuation date within a 12-month period ending on the Determination Date.

(b) as if the Participant terminated service as of the actuarial valuation date; and

(c) the Actuarial Valuation Date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed that Plan Year.

Present Value means, in calculating a Participant's present value of accrued benefits as of a Determination Date, the sum of:

(a) the present value of accrued benefits using the actuarial assumptions of Exhibit E-4;

(b) any Plan distributions made within the Plan Year that includes the Determination Date, provided however, in the case of a distribution made for a reason other than separation from service, death or disability, this provision shall also include distributions made within the 4 preceding Plan Years. In the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for top heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefits as of the valuation date. Notwithstanding anything herein to the contrary, all distributions, including distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted;

(c) any Employee Contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits;

(d) with respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Participant and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall

always consider such rollover or plan-to-plan transfer as a distribution for the purposes of this Section 13.1. If this Plan is the plan accepting such rollovers or plan to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers, as part of the Participant's present value of accrued benefits;

(e) with respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Participant or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted; and

(f) if an individual has not performed services for a Participating Employer within the Plan Year that includes the Determination Date, any accrued benefit for such individual shall not be taken into account.

Related Plan means any other defined contribution plan (a "Related Defined Contribution Plan") or defined benefit plan (a "Related Defined Benefit Plan") (both as defined in Code Section 415(k), maintained by the Company or an Affiliate.

A Super Top Heavy Aggregation Group exists in any Plan Year for which, as of the Determination Date, the sum of the present value of accrued benefits and the Aggregate Accounts of Key Employees under all plans in the Aggregation Group exceeds 90% of the sum of the present value of accrued benefits and the Aggregate Accounts of all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits and/or Aggregate Accounts for all employees, the present value of accrued benefits and/or Aggregate Accounts for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

Super Top Heavy Plan means the Plan when it is described in the second sentence of Section 13.2.

A Top Heavy Aggregation Group exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds 60% of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits for all employees, the Present Value of Accrued Benefits for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

Top Heavy Plan means the Plan when it is described in the first sentence of Section 13.2.

13.2 **Determination of Top Heavy Status**

This Plan is a Top Heavy Plan in any Plan Year in which it is a member of a Top Heavy Aggregation Group, including a Top Heavy Aggregation Group that includes only the Plan. The Plan is a Super Top Heavy Plan in any Plan Year in which it is a member of a Super Top Heavy Aggregation Group, including a Super Top Heavy Aggregation Group that includes only the Plan.

13.3 **Minimum Benefit Requirement for Top Heavy Plan**

13.3.1 **Minimum Accrued Benefit:** The minimum accrued benefit (expressed as an Individual Life Annuity commencing at Normal Retirement Date) derived from Company contributions to be provided under this Section for each Non-key Employee who is a Participant for any Plan Year in which this Plan is a Top Heavy Plan shall equal the product of (a) 1/12th of "416 Compensation" averaged over 5 the consecutive Plan Years (or actual number of Plan Years if less) which produce the highest average and (b) the lesser of (i) 2% multiplied by Years of Vesting Service or (ii) 20%.

13.3.2 For purposes of providing the minimum benefit under Code Section 416, a Non-key Employee who is not a Participant solely because (a) his compensation is below a stated amount or (b) he declined to make mandatory contributions to the Plan will be considered to be a Participant.

13.3.3 For purposes of this Section 13.3, Years of Vesting Service for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.

13.3.4 For purposes of this Section 13.3, 416 Compensation for any Plan Year subsequent to the last Plan Year during which the Plan is a Top Heavy Plan shall be disregarded.

13.3.5 For the purposes of this Section 13.3, "416 Compensation" shall mean W-2 wages for the calendar year ending with or within the Plan Year, plus any elective deferral (as defined in Code section 402(g)), any amounts contributed to a plan described in Code Section 125 and any amounts contributed to a plan described in Code Section 132. 416 Compensation shall be limited to $200,000 (as adjusted for cost-of-living in accordance with Section 401(a)(17)(B) of the Code in Top Heavy Plan Years).

13.3.6 If payment of the minimum accrued benefit commences at a date other than Normal Retirement Date, or if the form of benefit is other than an Individual Life Annuity, the minimum accrued benefit shall be the actuarial equivalent of the minimum accrued benefit expressed as an Individual Life Annuity commencing at Normal Retirement Date pursuant to Exhibits E-1, E-2, E-3 and E-4, except, effective February 1, 2006, with respect to the optional form of benefit conversion, the minimum accrued benefit shall be determined pursuant to the definition of Actuarial Equivalent.

13.3.7 To the extent required to be nonforfeitable under Section 13.4, the minimum accrued benefit under this Section 13.3 may not be forfeited under Code Section 411(a)(3)(B) or Code Section 411(a)(3)(D).

13.3.8 In determining Years of Service, any service shall be disregarded to the extent such service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or Former Key Employee.

13.4 **Vesting Requirement for Top Heavy Plan**

13.4.1 Notwithstanding any other provision of this Plan, for any Top Heavy Plan Year, the vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

Years of Service	Percentage Vested
1-2	0%
3	100%

If in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Company may, in its sole discretion, elect to continue to apply this vesting schedule in determining the vested portion of any Participant's accrued benefit, or revert to the vesting schedule in effect before this Plan became a Top Heavy Plan. Any such reversion shall be treated as a Plan amendment.

13.4.2 The computation of the nonforfeitable percentage of the Participant's interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. In the event that this Plan is amended to change or modify any vesting schedule, a Participant with at least 3 Years of Service as of the expiration date of the election period may elect to have the Participant's nonforfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(a) the adoption date of the amendment,

(b) the effective date of the amendment, or

(c) the date the Participant receives written notice of the amendment from the Company.

IN WITNESS WHEREOF, the Company has executed this Plan, as amended and restated, by a duly authorized representative this 2nd day of February, 2010, to be effective as of January 1, 2002, except as otherwise expressly provided herein.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

EXHIBIT A

CREDITED SERVICE

Any service acquired as a participant under any of the plans listed herein shall not be counted as Credited Service for purposes of this Plan.

1. Frigoscandia Inc. Money Purchase Pension Plan
2. Frigoscandia Inc. Retirement Plan: Pension Plan/401(k) Plan

To the extent applicable to any FMC Participant, any service acquired as a participant under any of the plans listed below shall not be counted as Credited Service for purposes of this Plan.

1. Stearns Electric Company Profit Sharing Plan
2. Fritzke & Icke Employees Savings and Profit Sharing Plan
3. Employees Profit Sharing Plan of Industrial Brush Company
4. Wayne Manufacturing Company Profit Sharing Plan
5. P.E. Van Pelt, Inc. Profit Sharing Plan
6. Mojonnier Bros. Co. Salaried Employees Profit Sharing Plan
7. Lithium Corporation of America Retirement Plan
8. Elf Acquitaine, Inc. Pension Plan

EXHIBIT B

INACTIVE LOCATIONS

The following is a list of former locations of FMC which have been sold or closed. As a result of the FTI Spinoff, the Plan retains the assets and liabilities with respect to certain Participants formerly employed by FMC at such locations:

LOCATION	DATE SOLD/CLOSED
Invalco	Febuary 26, 1999
Houston Fluid Control	January 1, 1984

EXHIBIT C

MERGED PLANS

The following is a list of other plans which were merged into the FMC Plan on and after May 27, 1994, the assets of which are retained by this Plan as a result of the FTI Spinoff.

PLAN NAME	EFFECTIVE DATE OF MERGER	SUPPLEMENT NUMBER
Pneumo Abex Corporation Retirement Income Plan (Jetway Equipment Division)	May 27, 1994	1
Retirement Plan for Employees of Stein	June 1, 1997	2
Moorco International, Inc. Retirement Income Plan	July 1, 1997	3
Smith Meter, Inc. Salaried Retirement Plan	July 1, 1997	4

SUPPLEMENT 1
JETWAY SYSTEMS DIVISION

1-1 **Eligible Employees**

The terms of this Supplement apply only to individuals who are current or former salaried and nonunion hourly employees of the FMC Technologies, Inc., Jetway Systems Division and who were participants in the Pneumo Abex Corporation Retirement Income Plan ("Prior Plan") before May 27, 1994 (the "Merger Date") who had not received a full distribution of their benefit under such plan, or the FMC Plan, as of the Effective Date ("Participant"). On the Merger Date the benefits of such participants were spun off from the Prior Plan and merged into the FMC Plan.

1-2 **Calculation of Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be no less than the normal retirement benefit to which the Participant would have been entitled under the Prior Plan if the Participant had terminated employment immediately prior to the Merger Date.

1-3 **Early Retirement Date**

Early Retirement Date means the earlier of: (a) a Participant's Early Retirement Date under the Plan or (b) the date the Participant has a Severance from Service before Normal Retirement Date for a reason other than death (i) if the Participant is at least age 55 and has at least 10 Years of Vesting Service, (ii) if the Participant was hired before age 35 and before January 1, 1989 and the sum of the Participant's age and Years of Vesting Service is at least 75, or (iii) if the Participant was entitled to an early retirement benefit under the Prior Plan.

1-4 **Termination Benefit**

If a Participant has a Severance from Service before Early or Normal Retirement Date for a reason other than death and had accrued at least 10 Years of Vesting Service, the Participant may begin to receive the Participant's Plan benefit, subject to the Plan's reduction for early retirement, as early as the date the Participant reaches age 55.

1-5 **Years of Vesting Service**

A Participant is fully vested in the Participant's benefit under the Prior Plan. A Participant's Employment Commencement Date will be the date the Participant was first employed by the Company or an Affiliate, or any earlier date from which the Participant was granted vesting service under the FMC Plan, or the Prior Plan. In no event will a Participant be credited with fewer Years of Vesting Service under the Plan than the Participant would have been credited with under the vesting rules of the Prior Plan.

1-6 **Available Forms of Benefits**

In addition to the optional forms of benefit described in the Plan, a Participant may elect to receive his benefit under the Prior Plan in the following form of benefit:

Life and 10 Year Certain Annuity: A Life and 10 Year Certain Annuity is an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, if the

monthly annuity has been paid for a period shorter than 10 years, it will continue in the same amount as during the Participant's life, for the remainder of the 10 year term certain. The Participant's Joint Annuitant will receive any payments due after the Participant's death.

1-7 Special Provisions for Participants in the Retirement Plan for Salaried Employees of Abex Corporation

In addition to the special provisions of the preceding sections, a Participant who participated in the Retirement Plan for Employees of Abex Corporation before January 1, 1989 will be subject to the following provision with respect to the Participant's Prior Plan benefit accrued before May 27, 1994.

Special Rule of 75 Benefit: Participants who were hired before age 35 and before January 1, 1989, and who accrue total years of age and Vesting Service at Early Retirement equal to at least 75 will be entitled to a monthly benefit at their Early Retirement Date reduced by 1/3 of 1% for each month payments are made before the Participant reaches age 65.

SUPPLEMENT 2
STEIN

2-1 **Eligible Employees**

The terms of this Supplement apply only to individuals who were participants in the Retirement Plan for Employees of Stein (the "Prior Plan") prior to June 1, 1997 (the "Merger Date") and who had not received a full distribution of their benefit under such Prior Plan or the FMC Plan as of the Effective Date ("Participant").

2-2 **Calculation of Normal Retirement Benefit**

A Participant's Normal Retirement Benefit shall be no less than the normal retirement benefit to which the Participant would have been entitled under the Prior Plan if the Participant had permanently terminated employment immediately prior to the Merger Date.

2-3 **Years of Vesting Service**

A Participant is fully vested in the Participant's benefit under the Prior Plan. A Participant's Employment Commencement Date will be the date the Participant was first employed by the Company or an Affiliate, or any earlier date from which the Participant was granted vesting service under the FMC Plan or the Prior Plan. In no event will a Participant be credited with fewer Years of Vesting Service under the Plan than the Participant would have been credited with under the vesting rules of the Prior Plan.

2-4 **Available Forms of Benefits**

In addition to the optional forms of benefit described in the Plan, a Participant may elect to receive the Participant's benefit under the Prior Plan in the following form of benefit:

Life and 10 Year Certain Annuity: A Life and 10 Year Certain Annuity is an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, if the monthly annuity has been paid for a period shorter than 120 months, it will continue, in the same amount as during the Participant's life, for the remainder of the 120-month term certain. The Participant's Joint Annuitant will receive any payments due after the Participant's death.

SUPPLEMENT 3

MOORCO INTERNATIONAL INC. RETIREMENT INCOME PLAN

3-1 **Eligible Employees**

The terms of this Supplement apply only to individuals who were participants in the Moorco International Inc. Retirement Income Plan (the "Prior Plan") prior to July 1, 1997 (the "Merger Date") and who had not yet received a full distribution of their benefit under such Prior Plan or the FMC Plan as of the Effective Date ("Participant").

3-2 **Calculation of Normal Retirement Benefit**

A Participant's Normal Retirement Benefit shall be no less than the normal retirement benefit to which the Participant would have been entitled if the Participant had terminated employment immediately prior to the Merger Date.

3-3 **Early Retirement Date**

Early Retirement Date means the earlier of: (a) Early Retirement Date under the Plan; or (b) the date the Participant has a Severance from Service before Normal Retirement Date for a reason other than death, if the Participant is at least age 55 and has at least 10 Years of Vesting Service or if the Participant was entitled to an early retirement benefit under the Geosource Inc. Retirement Income Plan.

3-4 **Years of Vesting Service**

A Participant is fully vested in the Participant's benefits under the Prior Plan. A Participant's Employment Commencement Date will be the date the Participant was first employed by the Company or an Affiliate, or any earlier date from which the Participant was first granted vesting service under the FMC Plan or the Prior Plan. Each Participant will be credited with the number of full years of vesting service with which the Participant was credited under the Prior Plan plus the greater of: (a) 6 months of Vesting Service; and (b) if the Participant accrued 1,000 hours of service under the Prior Plan during the period from January 1, 1997 through June 30, 1997, 1 Year of Vesting Service. In no event will a Participant be credited with fewer Years of Vesting Service under the Plan than the Participant would have been credited with under the vesting rules of the Prior Plan.

3-5 **Prior Plan Benefits**

(a) **Early Retirement Reductions for No Service after June 30, 1997.** A Participant who did not have an Hour of Service after June 30, 1997, will be subject to the following early retirement reductions upon commencement of the Participant's Prior Plan benefit prior to Normal Retirement Age, calculating actuarial equivalence by using the UP-1984 Mortality Table and an interest rate of 4.0%:

(i) A Participant who was employed with Moorco International Inc. until the attainment of age 55 and 10 years of Vesting Service will have his or her vested benefits reduced by 0.25% for each of the first 60 months, and by 0.5% for each subsequent month by which the Participant's benefit commencement date precedes the Participant's 65th birthday.

(ii) A Participant who terminated their employment with Moorco International, Inc. prior to the attainment of age 55 and 10 years of Vesting Service will have his or her vested benefits reduced actuarially for commencement prior to the Participant's 65th birthday.

(iii) **Available Forms of Benefits.** In addition to the optional forms of benefit described in the Plan, a Participant may elect to receive the Participant's benefit under the Prior Plan in the following form of a Life and Term Certain Annuity as described below. A Life and Term Certain Annuity is an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, if the monthly annuity has been paid for a period shorter than the term chosen by the Participant, it will continue, in the same amount as during the Participant's life, for the remainder of the term certain. The Participant's Joint Annuitant will receive any payments due after the Participant's death. The Participant may choose a term certain of 60, 120, 180 or 240 months, so long as the term certain does not exceed the joint life expectancies of the Participant and the Joint Annuitant. For purposes of converting the Prior Plan benefit from the normal form of payment into an optional form of payment, actuarial equivalence shall be calculated based upon the UP-1984 Mortality Table and an interest rate of 4.0%.

(b) Early Retirement Reductions for Service after June 30, 1997. A Participant who has an Hour of Service after June 30, 1997, will have the option to receive the Prior Plan benefit in the form of a Life and Term Certain Annuity as described in (a)(iii) **Available Forms of Benefits** above. If so elected, the Prior Plan benefit shall be adjusted for early retirement in accordance with the reductions described in (a) **Early Retirement Reductions for No Service after June 30, 1997** above. The remainder of the Participant's Plan benefit shall be available in any of the optional payment forms described under the Plan and subject to any early retirement reductions as apply under Sections 3.2 and 4.2 of the Plan.

3-6 **Non-Spouse Death Benefit**

If the Preretirement Survivor's Benefit is not payable to the spouse of a deceased Participant, and if the Participant dies on or after the Participant's Early Retirement Date, the Participant's Beneficiary will be entitled to a death benefit consisting of monthly payments made for a period of 60 months, beginning as of the first day of the month coincident with or next following the month in which the Participant dies. The amount of the monthly payment will be equal to the monthly payment to which the Participant would have been entitled if the Participant had retired on the day before his death, and had elected to receive only the Participant's Prior Plan benefit in the form of an immediate Life and Term Certain Annuity with a term certain of 60 months.

SUPPLEMENT 4

SMITH METER, INC. SALARIED RETIREMENT PLAN

4-1 **Eligible Employees**

The terms of this Supplement apply only to individuals who were participants in the Smith Meter, Inc. Salaried Retirement Plan ("Prior Plan") prior to July 1, 1997 (the "Merger Date") and who had not yet received a full distribution of their benefit under the FMC Plan or the Prior Plan as of the Effective Date ("Participant").

4-2 **Calculation of Normal Retirement Benefit**

A Participant's Normal Retirement Benefit shall be no less than the normal retirement benefit to which the Participant would have been entitled if the Participant had permanently terminated employment with FMC and all of its Affiliates (as defined in the FMC Plan) on the Merger Date.

4-3 **Early Retirement Date**

Early Retirement Date means the earlier of: (a) the Participant's Early Retirement Date under the Plan, or (b) the date the Participant has a Severance from Service before Normal Retirement Date for a reason other than death (i) if the Participant is at least age 57 and has at least 10 Years of Vesting Service or (ii) if the Participant was entitled to an early retirement benefit under the Geosource Inc. Smith Meter Systems Division Salaried Retirement Income Plan.

4-4 **Normal Retirement Date**

Normal Retirement Date means the earlier of: (a) the Participant's Normal Retirement Date under the Plan, or (b) the date the Participant has a Severance from Service with at least 10 Years of Vesting Service at or after age 62.

4-5 **Years of Vesting Service**

A Participant is fully vested in the Participant's benefits under the Prior Plan. A Participant's Employment Commencement Date will be the date the Participant was first employed by the Company or any Affiliate, or any earlier date from which he was granted vesting service under the FMC Plan or the Prior Plan. Each Participant will be credited with the number of full years of vesting service with which the Participant was credited under the Prior Plan plus the greater of: (a) 6 months of Vesting Service, or (b) if the Participant accrued 1,000 hours of service under the Prior Plan during the period from January 1, 1997 through June 30, 1997, 1 Year of Vesting Service. In no event will a Participant be credited with fewer Years of Vesting Service under the Plan than the Participant would have been credited with under the vesting rules of the Prior Plan.

4-6 **Prior Plan Benefits**

(a) **Early Retirement Reductions for No Service after June 30, 1997.** A Participant who did not have an Hour of Service after June 30, 1997, will be subject to the following early retirement reductions upon commencement of the Participant's Prior Plan benefit prior to Normal Retirement Age, calculating actuarial equivalence by using the UP-1984 Mortality Table and an interest rate of 4.0%:

(i) Participant who was employed with Smith Meter, Inc. until the attainment of age 57 and 10 years of Vesting Service will have his or her vested benefits reduced by 1/180 for each complete month between the date of the Participant's benefit commencement and the Participant's 62nd birthday.

(ii) A Participant who terminated their employment with Smith Meter, Inc. prior to the attainment of age 57 and 10 years of Vesting Service will have his or her vested benefits reduced actuarially for commencement prior to the Participant's 62nd birthday.

(iii) **Available Forms of Benefits.** In addition to the optional forms of benefit described in the Plan, a Participant may elect to receive the Participant's benefit under the Prior Plan in the following form of a Life and Term Certain Annuity as described below. A Life and Term Certain Annuity is an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, if the monthly annuity has been paid for a period shorter than the term chosen by the Participant, it will continue, in the same amount as during the Participant's life, for the remainder of the term certain. The Participant's Joint Annuitant will receive any payments due after the Participant's death. The Participant may choose a term certain of 60, 120, 180 or 240 months, so long as the term certain does not exceed the joint life expectancies of the Participant and the Joint Annuitant. For purposes of converting the Prior Plan benefit from the normal form of payment into an optional form of payment, actuarial equivalence shall be calculated based upon the UP-1984 Mortality Table and an interest rate of 4.0%.

(b) Early Retirement Reductions for Service after June 30, 1997. A Participant who has an Hour of Service after June 30, 1997, will have the option to receive the Prior Plan benefit in the form of a Life and Term Certain Annuity as described in (a)(iii) **Available Forms of Benefits** above. If so elected, the Prior Plan benefit shall be adjusted for early retirement in accordance with the reductions described in (a) **Early Retirement Reductions for No Service after June 30, 1997** above. The remainder of the Participant's Plan benefit shall be available in any of the optional payment forms described under the Plan and subject to any early retirement reductions as apply under Sections 3.2 and 4.2 of the Plan.

4-7 **Payment to Active Participant After Normal Retirement Date**

A Participant who continues to be employed by the Company or a Participating Employer after reaching Normal Retirement Date may begin receiving the Participant's Prior Plan benefit at or after Normal Retirement Date.

4-8 **Non-Spouse Death Benefit**

If the Preretirement Survivor's Benefit is not payable to the spouse of a deceased Participant, and if the Participant dies on or after the Participant's Early Retirement Date, the Participant's Beneficiary will be entitled to a death benefit consisting of monthly payments made for a period of 60 months, beginning as of the first day of the month coincident with or next following the month in which the Participant dies. The amount of the monthly payment will be equal to the monthly payment to which the Participant would have been entitled if he had retired on the day before his death, and had elected to receive only his Prior Plan benefit in the form of an immediate Life and Term Certain Annuity with a term certain of 60 months.

Exhibit 10.6.a

FIRST AMENDMENT OF
FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART I SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan, as amended and restated effective January 1, 2002 (the "Plan");

WHEREAS, the Company now deems it necessary and desirable to amend the Plan in certain respects to comply with the terms of the IRS favorable determination letter issued on November 6, 2009; and

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

NOW, THEREFORE, by virtue and in exercise of the powers reserved to the Company under Section 11.1 Plan Amendment or Termination of the Plan, the Plan is hereby amended in the following respects.:

1. Effective January 1, 2002, Section 3.5.1 of the Plan is hereby amended to add a new subsection (vii) which shall read as follows:

(vii) For purposes of this Section 3.5.1, the term "compensation" means compensation as defined in Code Section 415(c)(3) and the term "monthly compensation" means compensation divided by 12.

2. Effective January 1, 2002, the term "Present Value" set forth in Section 13.1 is hereby amended to replace the phrase "separation from service" with the phrase "severance from employment."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 2nd day of February, 2010.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

Exhibit 10.6.c

NINTH AMENDMENT OF
FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART I SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan (the "Plan");

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

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

NOW, THEREFORE, by virtue and in exercise of the powers reserved to the Company under Section 11.1 Plan Amendment or Termination of the Plan, the Plan is hereby amended in the following respects.:

1. Effective for Plan Years beginning on or after January 1, 2009, the definition of "**Earnings**" contained in Article I of the Plan is hereby amended to add the following sentence to the end thereto to read as follows:

Notwithstanding anything herein to the contrary, Earnings shall include differential wage payments as described in Section 2.4(b) of the Plan.

2. Effective January 1, 2009, unless an earlier date is specifically set forth below, Section 2.4 of the Plan is hereby amended in its entirety to read as follows:

2.4 **Special Rules Relating to Veterans' Reemployment Rights.**

(a) General Rule. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to "qualified military service" will be provided in accordance with Section 414(u) of the Code. "Qualified military service" means any service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

(b) Differential Wage Payments. An individual receiving a differential wage payment, as defined by Section 3401(h)(2) of the Code, is treated as an Employee of the Participating Employer making the payment and the differential wage payment is treated as Earnings under the Plan.

The Plan is not treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code due to any contribution or benefit which is based on the differential wage payment provided that all Employees of the Participating Employer are entitled to receive differential wage payments, and to make contributions based on such payments, on reasonably equivalent terms.

(c) Death During Qualified Military Service. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

3. Effective January 1, 2008, Section 10.10 is hereby added to the Plan to read as follows:

10.10 Funding Based Benefit Restrictions

This Section 10.10 shall apply to Plan Years beginning on or after January 1, 2008. Notwithstanding anything in this Section 10.10 to the contrary, Section 436 of the Code, applicable Treasury regulations and other IRS guidance promulgated under or with respect to Section 436 of the Code shall be incorporated herein by reference.

(a) Unpredictable Contingent Event Benefits

(1) In General. If a Participant is entitled to an "unpredictable contingent event benefit" during any Plan Year, then such benefit may not be provided if the "adjusted funding target attainment percentage" for such Plan Year: (A) is less than sixty percent (60%); or (B) would be less than sixty percent (60%) percent taking into account such event.

(2) Exception. Section 10.10(a)(1) shall not apply with respect to any Plan Year, effective as of the first day of the Plan Year, upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to:

(A) in the case of Section 10.10(a)(1)(A) above, the amount of the increase in the funding target of the Plan (under Section 430 of the Code) for the Plan Year that is attributable to the unpredictable contingent event; and

(B) in the case of Section 10.10(a)(1)(B) above, the amount sufficient to result in an adjusted funding target attainment percentage of sixty percent (60%).

(3) Unpredictable contingent event benefit defined. For purposes of this Section 10.10, the term "unpredictable contingent event benefit" means any benefit payable solely by reason of:

(A) a plant shutdown (or similar event, as determined by the Secretary of the Treasury), or

(B) an event other than death, disability, the attainment of any age, performance of any service, or receipt of any compensation.

(b) Limitations on Plan Amendments Increasing Benefits Liability

(1) In general. No amendment which has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable may take effect during any Plan Year if the "adjusted funding target attainment percentage" for such Plan Year is:

(A) less than eighty percent (80%), or

(B) would be less than eighty percent (80%) taking into account such amendment.

(2) Exception. Section 10.10(b)(1) above shall cease to apply with respect to any Plan Year, effective as of the first day of the Plan Year (or if later, the effective date of the amendment), upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to:

(A) in the case of Section 10.10(b)(1)(A) above, the amount of the increase in the funding target of the Plan (under Section 430 of the Code) for the Plan Year attributable to the amendment, and

(B) in the case of Section 10.10(b)(1)(B) above, the amount sufficient to result in an "adjusted funding target attainment percentage" of eighty percent (80%).

(3) Exception for certain benefit increases. Section 10.10(b)(1) shall not apply to any amendment which provides for an increase in benefits under a formula which is not based on a Participant's compensation, but only if the rate of such increase is not in excess of the contemporaneous rate of increase in average wages of Participants covered by the amendment.

(c) Limitations on Accelerated Benefit Distributions

(1) Funding percentage less than sixty percent (60%). If the Plan's "adjusted funding target attainment percentage" for a Plan Year is less than sixty percent (60%), then the Plan may not pay any "prohibited payment" after the valuation date for the Plan Year.

(2) Bankruptcy. During any period in which the Participating Employer is a debtor in a case under Title 11, United States Code, or similar Federal or State law, the Plan may not pay any "prohibited payment." The preceding sentence shall not apply on or after the date on which the enrolled actuary of the Plan certifies that the "adjusted funding target attainment percentage" of the Plan is not less than one hundred percent (100%).

(3) Limited payment if percentage at least sixty percent (60%) but less than eighty percent (80%) percent.

(A) In general. If the Plan's "adjusted funding target attainment percentage" for a Plan Year is sixty percent (60%) or greater but less than eighty percent (80%), then the Plan may not pay any "prohibited payment" after the valuation date for the Plan Year to the extent the amount of the payment exceeds the lesser of:

(i) fifty percent (50%) of the amount of the payment which could be made without regard to this subsection, or

(ii) the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Section 417(e) of the Code) of the maximum guarantee with respect to the Participant under ERISA Section 4022.

(B) One-time application.

(i) In general. Only one "prohibited payment" meeting the requirements of Section 10.10(c)(3) may be made with respect to any Participant during any period of consecutive Plan Years to which the limitations under either Section 10.10(c)(1), (2) or (3) applies.

(ii) Treatment of Beneficiaries. For purposes of this subparagraph, a Participant and any Beneficiary (including an alternate payee, as defined in Section 414(p)(8) of the Code) shall be treated as one Participant. If the accrued benefit of a Participant is allocated to such an alternate payee and one or more other persons, the amount under Section 10.10(c)(3)(A) shall be allocated among such persons in the same manner as the accrued benefit is allocated unless the qualified domestic relations order (as defined in Section 414(p)(1)(A) of the Code) provides otherwise.

(4) Exception. This subsection shall not apply for any Plan Year if the terms of the Plan (as in effect for the period beginning on September 1, 2005, and ending with such Plan Year) provide for no benefit accruals with respect to any Participant during such period.

(5) "Prohibited payment." For purposes of this subsection, the term "prohibited payment" means:

(A) any payment, in excess of the monthly amount paid under a single life annuity (plus any Social Security supplements described in the last sentence of Section 411(a)(9) of the Code), to a Participant or Beneficiary whose Annuity Starting Date occurs during any period in which a limitation under Section 10.10(c)(1) or (2) is in effect,

(B) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, and

(C) any other payment specified by the Secretary by Regulations.

Such term shall not include the payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.

(d) Benefit Accrual Limits for Plans with Severe Funding Shortfalls

(1) In general. If the Plan's "adjusted funding target attainment percentage" for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan shall cease as of the valuation date for the Plan Year.

(2) Exception. Section 10.10(d)(1) shall cease to apply with respect to any Plan Year, effective as of the first day of the Plan Year, upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to the amount sufficient to result in an "adjusted funding target attainment percentage" of sixty percent (60%).

(3) Temporary modification of limitation. In the case of the first Plan Year beginning during the period beginning on October 1, 2008, and ending on September 30, 2009, the provisions of Section 10.10(d)(1) above shall be applied by substituting the Plan's "adjusted funding target attainment percentage" for the preceding Plan Year for such percentage for such Plan Year, but only if the "adjusted funding target attainment percentage" for the preceding year is greater.

(e) Contributions Required to Avoid Benefit Limitations

(1) Security may be provided:

(A) In general. For purposes of this section, the "adjusted funding target attainment percentage" shall be determined by treating as an asset of the Plan any security provided by the Participating Employer in a form meeting the requirements of Section 10.10(e)(1)(B).

(B) Form of security. The security required under Section 10.10(e)(1)(A) shall consist of:

(i) a bond issued by a corporate surety company that is an acceptable surety for purposes of ERISA Section 412,

(ii) cash, or United States obligations which mature in three (3) years or less, held in escrow by a bank or similar financial institution, or

(iii) such other form of security as is satisfactory to the Secretary and the parties involved.

(C) Enforcement. Any security provided under Section 10.10(e)(1)(A) may be perfected and enforced at any time after the earlier of:

(i) the date on which the Plan terminates,

(ii) if there is a failure to make a payment of the minimum required contribution for any Plan Year beginning after the security is provided, the due date for the payment under Section 430(j) of the Code, or

(iii) if the "adjusted funding target attainment percentage" is less than sixty percent (60%) for a consecutive period of 7 years, the valuation date for the last year in the period.

(D) Release of security. The security shall be released (and any amounts thereunder shall be refunded together with any interest accrued thereon) at such time as the Secretary may prescribe in Regulations, including Regulations for partial releases of the security by reason of increases in the "adjusted funding target attainment percentage."

(2) Prefunding balance or funding standard carryover balance may not be used. No prefunding balance or funding standard carryover balance under Section 430(f) of the Code may be used under Section 10.10(a), (b), or (d) to satisfy any payment a Participating Employer may make under any such subsection to avoid or terminate the application of any limitation under such subsection.

(3) Deemed reduction of funding balances:

(A) In general. Subject to Section 10.10(e)(3)(C), in any case in which a benefit limitation under Section 10.10(a), (b), (c), or (d) would (but for this subparagraph and determined without regard to Section 10.10(a)(2), (b)(2), or (d)(2)) apply to such Plan for the Plan Year, the Participating Employer shall be treated for purposes of this title as having made an election under Section 430(f) of the Code to reduce the prefunding balance or funding standard carryover balance by such amount as is necessary for such benefit limitation to not apply to the Plan for such Plan Year.

(B) Exception for insufficient funding balances. Section 10.10(e)(3)(A) shall not apply with respect to a benefit limitation for any Plan Year if the application of Section 10.10(e)(3)(A) would not result in the benefit limitation not applying for such Plan Year.

(C) Restrictions of certain rules to collectively bargained plans. With respect to any benefit limitation under Section 10.10(a), (b) or (d), Section 10.10(e)(3)(A) shall only apply in the case of a plan maintained pursuant to one or more collectively bargained agreements between employer representatives and one or more employers.

(f) Presumed Underfunding for Purposes of Benefit Limitations

(1) Presumption of continued underfunding. In any case in which a benefit limitation under Section 10.10(a), (b), (c), or (d) has been applied to a Plan with respect to the Plan Year preceding the current Plan Year, the "adjusted funding target attainment percentage" of the Plan for the current Plan Year shall be presumed to be equal to the "adjusted funding target attainment percentage" of the Plan for the preceding Plan Year until the enrolled actuary of the Plan certifies the actual "adjusted funding target attainment percentage" of the Plan for the current Plan Year.

(2) Presumption of underfunding after 10th month. In any case in which no certification of the "adjusted funding target attainment percentage" for the current Plan Year is made with respect to the Plan before the first day of the 10th month of such year, for purposes of Sections 10.10(a), (b), (c), and (d), such first day shall be deemed, for purposes of such subsection, to be the valuation date of the Plan for the current Plan Year and the Plan's "adjusted funding target attainment percentage" shall be conclusively presumed to be less than sixty percent (60%) as of such first day.

(3) Presumption of underfunding after 4th month for nearly underfunded plans. In any case in which:

(A) a benefit limitation under Section 10.10(a), (b), (c), or (d) did not apply to a Plan with respect to the Plan Year preceding the current Plan Year, but the "adjusted funding target attainment percentage" of the Plan for such preceding Plan Year was not more than ten (10) percentage points greater than the percentage which would have caused such subsection to apply to the Plan with respect to such preceding Plan Year, and

(B) as of the first day of the 4th month of the current Plan Year, the enrolled actuary of the Plan has not certified the actual "adjusted funding target attainment percentage" of the Plan for the current Plan Year, until the enrolled actuary so certifies, such first day shall be deemed, for purposes of such subsection, to be the valuation date of the Plan for the current Plan Year and the "adjusted funding target attainment percentage" of the Plan as of such first day shall, for purposes of such subsection, be presumed to be equal to ten (10) percentage points less than the "adjusted funding target attainment percentage" of the Plan for such preceding Plan Year.

(g) Treatment of Plan as of Close of Prohibited or Cessation Period. The following provisions apply for purposes of applying this Section.

(1) Operation of Plan after period. Payments and accruals will resume effective as of the day following the close of the period for which any limitation of payment or accrual of benefits under Section 10.10(e) or (f) applies.

(2) Treatment of affected benefits. Nothing in this subsection shall be construed as affecting the Plan's treatment of benefits which would have been paid or accrued but for this Section.

(h) Definitions.

(1) The term "funding target attainment percentage" has the same meaning given such term by Section 430(d)(2) of the Code, except as otherwise provided herein. However, in the case of Plan Years beginning in 2008, the "funding target attainment percentage" for the preceding Plan Year may be determined using such methods of estimation as the Secretary may provide.

(2) The term "adjusted funding target attainment percentage" means the "funding target attainment percentage" which is determined under Section 10.10(h)(1) by increasing each of the amounts under subparagraphs (A) and (B) of Section 430(d)(2) of the Code by the

aggregate amount of purchases of annuities for employees other than highly compensated employees (as defined in Code Section 414(q)) which were made by the Plan during the preceding two (2) Plan Years.

(3) Application to plans which are fully funded without regard to reductions for funding balances.

(A) In general. In the case of a Plan for any Plan Year, if the "funding target attainment percentage" is one hundred percent (100%) or more (determined and without regard to the reduction in the value of assets under Section 430(f)(4) of the Code), the "funding target attainment percentage" for purposes of Sections 10.10(h)(1) and (2) shall be determined without regard to such reduction.

(B) Transition rule. Section 10.10(h)(3)(A) shall be applied to Plan Years beginning after 2007 and before 2011 by substituting for "one hundred percent (100%)" the applicable percentage determined in accordance with the following table:

In the case of a Plan Year beginning in calendar year:	The applicable percentage is:
2008	92%
2009	94%
2010	96%

(c) Section 10.10(h)(3)(B) shall not apply with respect to any Plan Year beginning after 2008 unless the "funding target attainment percentage" (determined without regard to the reduction in the value of assets under Section 430(f)(4) of the Code) of the Plan for each preceding Plan Year beginning after 2007 was not less than the applicable percentage with respect to such preceding Plan Year determined under Section 10.10(h)(3(B).

(i) Compliance with Section 436 of the Code. The provisions of this Section 10.10 shall be interpreted in a manner consistent with Section 436 of the Code, applicable Treasury regulations and other IRS guidance promulgated under or with respect to Section 436 of the Code and, as stated above, such regulations and guidance, together with Section 436 of the Code, are incorporated herein by reference.

4. Effective January 1, 2007, Section 12.10(a) of the Plan is hereby amended by adding the following to the end thereto:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2007, a Participant may also elect to make a direct rollover of after-tax employee contributions to a qualified plan or to a 403(b) plan that agrees to separately account for such amounts.

5. Effective January 1, 2008, Section 12.10(b) of the Plan is hereby amended by adding the following to the end thereto:

For distributions made on or after January 1, 2008, an "eligible retirement plan" shall also include a Roth IRA defined in Section 408A(b) of the Code.

6. Effective January 1, 2010, Section 12.10(c) is hereby amended by adding the following paragraph to the end thereto:

Effective January 1, 2010, and notwithstanding any provision herein to the contrary, with respect to any portion of a distribution from the Plan of a deceased Employee, an individual who is the designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Employee and who is not the surviving spouse of the Employee shall be permitted to make a direct trustee-to-trustee transfer of the distribution to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) established for the purposes of receiving the distribution on behalf of such designated Beneficiary. In such event, the transfer shall be treated as an "eligible rollover distribution," the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)) and Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such individual retirement plan.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 22nd day of December 2009.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice-President of Administration

Exhibit 10.6.d

FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM

PART II

UNION HOURLY EMPLOYEES' RETIREMENT PLAN
(Amended and Restated Effective January 1, 2002)

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UNION HOURLY EMPLOYEES' RETIREMENT PLAN
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INTRODUCTION

WHEREAS, the FMC Technologies, Inc. Employees' Retirement Program ("Program") was established effective May 1, 2001 in connection with a spin-off of assets and liabilities from the FMC Corporation Employees' Retirement Program (the "FMC Plan"); and

WHEREAS, the Program consists of two parts, Part I Salaried and Nonunion Hourly Employees' Retirement Plan and Part II Union Hourly Employees' Retirement Plan, which are contained in two separate plan documents; and

WHEREAS, supplements to Part I and Part II of the Program contain provisions which apply only to a specific group of Employees or Participants as specified therein and override any contrary provision of the Program or either Part I or Part II; and

WHEREAS, this document is Part II Union Hourly Employees' Retirement Plan ("Plan") and covers certain eligible union hourly employees as provided in Article II Participation; and

WHEREAS, the Plan shall not be construed to affect an FMC Participant's accrued benefit under the FMC Plan or to alter in any way the rights of an FMC Participant, FMC Joint Annuitant, or FMC Beneficiary thereof who has retired, died or with respect to whom there has been a severance from service date under the FMC Plan; and

WHEREAS, the Plan is intended to be qualified under Code Section 401(a), and its associated trust is intended to be tax exempt under Code Section 501(a). The Plan is intended also to meet the requirements of ERISA and shall be construed wherever possible to comply with the terms of the Code and ERISA. The Plan is intended to provide a regular monthly retirement benefit for employees who meet the eligibility requirements; and

WHEREAS, effective January 1, 2002, and in accordance with Revenue Procedure 2005-66, the Company desires to amend and restate the Plan to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, Department of Labor regulations section 2650.503-1, Code Section 401(a)(9) and Treasury regulations promulgated thereunder; and

WHEREAS, the Plan was submitted to the Internal Revenue Service, in draft form, as amended and restated effective January 1, 2002, and as set forth herein, on January 31, 2008 (the "Draft Plan") for a favorable determination letter, received such letter on November 6, 2009, and pursuant to such letter must adopt and execute the Draft Plan on or before the date prescribed by Treasury Regulations under Code Section 401(b); and

WHEREAS, under the terms of the Plan, the Company has the ability to amend the Plan;

NOW, THEREFORE, effective January 1, 2002, except as otherwise provided, the Company in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan in its entirety and restates the Plan to provide as follows:

ARTICLE I

Definitions

For purposes of this Plan and any amendments to it, the following terms have the meanings ascribed to them below.

Actuarial Equivalent means a benefit determined to be of equal value to another benefit, on the basis of either (a) the UP-1984 Mortality Table and 8-1/2% interest compounded annually or (b) the mortality table and interest rate described in the applicable Supplement.

Notwithstanding the above to the contrary, for purposes of Section 12.8, Actuarial Equivalent value shall be determined as follows: (and effective February 1, 2006, for purposes of optional form of benefit conversions (including optional form of benefit conversions described in Supplements 2, 3, 4, 5 and 6, but excluding optional form of benefit conversions described in Supplement 1), Actuarial Equivalent means a benefit determined to be of equal value to another benefit on the basis of the greater of (1) either (a) the actuarial equivalent, computed using the UP-1984 Mortality Table and 8-1/2% interest compounded annually, of the accrued benefit as of February 1, 2006 or (b) the actuarial equivalent, computed using the mortality table and interest rate described in the applicable Supplement, of the accrued benefit as of February 1, 2006, or (2) the actuarial equivalent, computed using the RP-2000 Combined Healthy Participant Table (RP2000CH), weighted 80% male/20% female and 6% interest compounded annually, of the accrued benefit as of the date of determination on or after February 1, 2006).

(i) with respect to FMC Participants whose Annuity Starting Dates occurred prior to June 1, 1995, based on the actuarial assumptions described above; provided that the interest rate shall not exceed the immediate rate used by the Pension Benefit Guaranty Corporation for lump sum distributions occurring on the first day of the Plan Year that contains the Annuity Starting Date;

(ii) with respect to FMC Participants with Annuity Starting Dates occurring on or after June 1, 1995, and who had an Hour of Service prior to August 31, 1999, based on the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female) (or the applicable mortality table prescribed under Section 417(e)(3) of the Code) and the lesser of the interest rate described above or the applicable interest rate prescribed under Section 417(e)(3) of the Code for the November preceding the Plan Year that contains the Annuity Starting Date;

(iii) for Annuity Starting Dates occurring on or after August 31, 1999, with respect to any Participant who did not have an Hour of Service prior to August 31, 1999, based on the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female) (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code) and the applicable interest rate prescribed under Section 417(e)(3) of the Code for the November preceding the Plan Year that contains the Annuity Starting Date;

(iv) For Annuity Starting Dates occurring on or after December 31, 2002, using the applicable interest rate as described above, based on the 1994 Group Annuity Reserving Table (weighted 50% male, 50% female and projected to 2002 using Scale AA), which is the applicable mortality table prescribed in Rev. Rul. 2001-62 (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code or other guidance of general applicability issued thereunder); and

(v) Effective January 1, 2008, and solely for purposes of the determination of the present value of benefits pursuant to Code Section 417(e): (1) the applicable interest rate shall mean the applicable interest rate described in Code Section 417(e)(3)(C), which is the adjusted first, second and third segment rates (defined in Code Section 417(e)(3)(D)) applied under rules similar to the rules of Code Section 430(h)(2)(C) for the month of November preceding the first day of the Plan Year which includes the date of distribution, and (2) the applicable mortality table shall mean the applicable mortality table described in Code Section 417(e)(3)(B), Revenue Ruling 2007-67 and subsequent guidance (including regulations) issued by the Internal Revenue Service.

Administrator means the Company. The Plan is administered by the Company through the Committee. The Administrator and the Committee have the responsibilities specified in Article IX.

Affiliate means any corporation, partnership, or other entity that is:

(a) a member of a controlled group of corporations of which the Company is a member (as described in Code Section 414(b));

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

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

(d) an entity required to be aggregated with the Company pursuant to regulations promulgated under Code Section 414(o); or

(e) a leasing organization that provides Leased Employees to the Company or an Affiliate (as determined under paragraphs (a) through (d) above), unless (i) the Leased Employees constitute less than 20% of the nonhighly compensated workforce of the Company and Affiliates (as determined under paragraphs (a) through (d) above; and (ii) the Leased Employees are covered by a plan described Code Section 414(n)(5).

"Leasing organization" has the meaning ascribed to it in the definition of "Leased Employee" below.

For purposes of Section 3.5, the 80% thresholds of Code Sections 414(b) and (c) are deemed to be "more than 50%," rather than "at least 80%."

Annuity Starting Date means the first day of the first period for which an amount is paid in an annuity or other form of benefit. In the case of a lump sum distribution, the Annuity Starting Date is the date payment is actually made.

Beneficiary means the person or persons determined pursuant to Section 12.4.

Board means the board of directors of the Company.

Benefits Agreement means the Employee Benefits Agreement by and between FMC and the Company.

Code means the Internal Revenue Code of 1986, as amended from time to time. Reference to a specific provision of the Code includes that provision, any successor to it and any valid regulation promulgated under the provision or successor provision.

Collective Bargaining Agreement means the collective bargaining agreement referred to in the applicable Supplement.

Committee means the FTI Employee Benefits Plan Committee, as described in Section 9.3, its authorized delegatee and any successor to the Committee.

Company means FMC Technologies, Inc., a Delaware corporation, and any successor to it.

Early Retirement Benefit means the benefits determined pursuant to Section 3.2.

Early Retirement Date means the later of the Participant's 55th birthday and the date he or she acquires 10 Years of Credited Service.

Effective Date means (i) May 1, 2001, or if later, an Employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, or (ii) with respect to each FMC Participant, May 1, 2001 or, if later, the date such FMC Participant's accrued benefit under the FMC Plan is deemed transferred to this Plan under the Benefits Agreement.

Eligible Employee means an Employee of a Participating Employer, other than a Leased Employee, who is employed on an hourly basis and covered by the applicable Collective Bargaining Agreement which specifically provides for Plan participation, or to whom coverage under the Plan is extended by the Company.

Employee means a common law employee or Leased Employee of the Company or an Affiliate, subject to the following rules:

(a) a person who is not a Leased Employee and who is engaged as an independent contractor is not an Employee;

(b) only individuals who are paid as employees from the payroll of the Company or an Affiliate and treated as employees are Employees under the Plan; and

(c) any person retroactively found to be a common law employee shall not be eligible to participate in the Plan for any period he was not an Employee under the Plan.

Employment Commencement Date means the date on which the Employee first performs an Hour of Service.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a specific provision of ERISA includes the provision, any successor provision and any valid regulation promulgated under the provision or successor provision.

50% Joint and Survivor's Annuity means an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, 50% of such reduced annuity will be paid to the Participant's surviving spouse for such spouse's life.

FMC means FMC Corporation, a Delaware corporation.

FMC Beneficiary means an individual who was receiving benefits under the FMC Plan as a result of the death of an FMC Participant and whose benefit was transferred to this Plan pursuant to the FTI Spinoff.

FMC Joint Annuitant means an individual who was designated as a joint annuitant of an FMC Participant under the FMC Plan, the benefits of such FMC Participant which were transferred to this Plan pursuant to the FTI Spinoff.

FMC Participant means any participant in Part II Union Hourly Employee's - Retirement Plan of the FMC Plan who had their accrued benefit, years of credited service and years of vesting service under the FMC Plan transferred to this Plan, pursuant to the FTI Spinoff.

FMC Plan means the FMC Corporation Employees' Retirement Program.

FTI Spinoff means the transfer of assets and liabilities attributable to FMC Participants from the FMC Plan to this Plan pursuant to the Benefits Agreement.

Hour of Service means each hour for which an Employee is directly or indirectly paid or entitled to payment by the Company or an Affiliate for the performance of duties and, for each FMC Participant, each hour of service credited to such individual under the FMC Plan as of the date prior to the Effective Date for such FMC Participant. Hours of Service will be credited to the Employee for the computation period in which the duties are performed. To the extent required by law, Hour of Service will include each hour for which an Employee is paid, or entitled to payment, by the Company or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited for any single continuous period (whether or not such period occurs in a single computation period). Hours of Service for these purposes will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference. Also to the extent required by law, Hours of Service will include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company or an Affiliate, provided, however, the same hours of service will not be credited. These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Individual Life Annuity means an immediate annuity which provides equal monthly payments for the Participant's life only.

Investment Manager means a person who is an "investment manager" as defined in section 3(38) of ERISA.

Leased Employee means an individual who performs services for the Company or an Affiliate on a substantially full-time basis for a period of at least 1 year, under the primary direction or control of the Company or an Affiliate, and under an agreement between the Company or Affiliate and a leasing organization. The leasing organization can be a third party or the Leased Employee himself.

Normal Retirement Benefit means the benefits determined pursuant to Section 3.1.

Normal Retirement Date means the Participant's 65th birthday, except as otherwise provided in the applicable Supplement.

100% Joint and Survivor's Annuity means an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than a 50% Joint and Survivor Annuity. After the Participant's death, 100% of such reduced annuity will continue to be paid to the Participant's surviving spouse for such spouse's life.

One-Year Period of Severance means a 12-consecutive-month period commencing on an Employee's Severance From Service Date in which the Employee is not credited with an Hour of Service.

Participant means an Eligible Employee who has begun, but not ended, his or her participation in the Plan pursuant to the provisions of Article II and, unless specifically indicated otherwise, shall include each FMC Participant. If a Participant who is vested in the Participant's accrued benefit on his or her Severance from Service Date is subsequently reemployed after his or her Severance from Service Date, he or she will become a Participant immediately upon reemployment. If a Participant who is not vested in the Participant's accrued benefit on his or her Severance from Service Date is subsequently reemployed after his or her Severance from Service Date, he or she will become a Participant immediately upon reemployment, unless his or her Period of Severance is greater than or equal to five One-Year Periods of Severance.

Participating Employer means the Company and each other Affiliate that adopts the Plan with the consent of the Board, as provided in Section 12.12.

Period of Service means the period commencing on the Effective Date and ending on the Severance From Service Date including, for each FMC Participant, periods of service credited under the FMC Plan as of the date immediately prior to the relevant Effective Date for such FMC Participant. All Periods of Service (whether or not consecutive) shall be aggregated. For a Participant who is not immediately eligible to participate in the Plan under the terms of Section 2.1 hereof, Period of Service shall include service from and after the Participant's date of hire by the Company or its Affiliates. Notwithstanding the foregoing, if an Employee incurs a One-Year Period of Severance at a time when he or she has no vested interest under the Plan and the Employee does not perform an Hour of Service within 5 years after the beginning of the One-Year Period of Severance, the Period of Vesting Service prior to such One-Year Period of Severance shall not be aggregated.

Period of Severance means the period commencing on the Severance From Service Date and ending on the date on which the Employee again performs an Hour of Service.

Plan means Part II Union Hourly Employees' Retirement Plan of the FMC Technologies, Inc. Employees' Retirement Program.

Plan Year means the period beginning May 1, 2001 and ending December 31, 2001 and thereafter the 12-month period beginning on January 1 and ending the next December 31.

Reemployment Commencement Date means the first date following a Period of Severance which is not required to be taken into account for purposes of an Employee's Period of Vesting Service on which the Employee performs an Hour of Service.

Severance From Service Date means the earliest of:

(a) the date on which an Employee voluntarily terminates, retires, is discharged or dies; the first anniversary of the first date of a period in which an Employee remains absent from service (with or without pay) with the Company and Affiliates for any reason other than voluntary termination, retirement, discharge or death; or

(b) the second anniversary of the date an Employee is absent pursuant to a maternity or paternity leave of absence; provided, however, that the period between the first and second anniversaries of the first date of such absence shall be neither a Period of Service nor a One-Year Period of Severance.

Notwithstanding the foregoing, a Severance From Service Date shall not be considered to have occurred under the following circumstances:

(i) during a leave of absence, vacation or holiday with pay;

(ii) during a leave of absence without pay granted by reason of disability or under the Family and Medical Leave Act of 1993;

(iii) during a period of qualified military service, provided the Employee makes application to return within 90 days after completion of active an Eligible Employee and after he has become a Participant divided by 12. A partial month in such Period of Service counts as a whole month, and fractional Years of Credited Service shall service and returns to active employment as an Employee while reemployment rights are protected by law. If the Employee does not so return, the Employee shall have a Severance From Service Date on the first anniversary of the date of entry into military service.

If the Employee violates the terms of a leave of absence, the Employee shall be deemed to have voluntarily terminated as of the date of such violation. In the case of a leave in excess of 12 months, if the Employee fails to return to active employment immediately after such leave, the Employee shall be deemed to have voluntarily terminated as of the last day of the 12th month of the leave.

A "maternity or paternity leave of absence" means an absence from work by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

Supplement means the provisions of the Plan which apply only to a specific group of Employees or Participants as detailed in such Supplement and which override any contrary provision of the Plan.

Total and Permanent Disability has the meaning assigned thereto in the applicable Supplement.

Trust means the trust established by the Trust Agreement. "Trust Agreement" means the trust agreement or agreements, as amended from time to time, entered into by the Company and the Trustee pursuant to Section 8.1. "Trustee" means the trustee or trustees at any time appointed by the Company pursuant to Section 8.1.

Trust Fund means the trust fund established and maintained by the Trustee to hold all assets of the Plan pursuant to the Trust Agreement.

Year of Credited Service means (a) for an FMC Participant, his or her years of credited service under the FMC Plan prior to such FMC Participant's Effective Date and (b) the total number of calendar months during the Employee's Period of Service while the Employee is be taken into account in determining a Participant's benefits. Year of Credited Service shall also include such other periods as the Company recognizes as a Year of Credited Service, pursuant to written and nondiscriminatory rules.

Notwithstanding the foregoing, Credited Service shall not include: (i) any leave of absence without pay unless the Employee returns to active employment as an Employee immediately after such leave and abides by all the terms of the leave, (ii) any maternity or paternity leave of absence unless the Employee returns to active employment as an Employee within 12 months after the first day of such leave, or (iii) any period of service with respect to which such Eligible Employee accrues a benefit under the FMC Plan on or after May 1, 2001 or any pension, profit sharing or other retirement plan listed on Exhibit A.

Year of Vesting Service means (a) for an FMC Participant, his or her years of service and years of vesting service credited under the FMC Plan prior to such FMC Participant's Effective Date, and (b) the total number of calendar months during the Employee's Period of Service divided by 12, determined in accordance with the following rules:

(i) a partial month in the Employee's Period of Service counts as a whole month;

(ii) if the Employee has a Severance From Service Date by reason of a voluntary termination, discharge or retirement and the Employee then performs 1 Hour of Service within 12 months of the Severance From Service Date, such Period of Severance is included in the Period of Service. If the Employee has a Severance From Service Date by reason of a voluntary termination, discharge or retirement during an absence from service of 12 months or less for any reason other than a voluntary termination, discharge or retirement, and then performs 1 Hour of Service within 12 months of the date on which the Employee was first absent from service, such Period of Severance is included in the Period of Service;

(iii) period of Service also includes the following:

(1) a period of employment with an employer substantially all of the equity interest or assets of which have been acquired by the Company or an Affiliate, but only to the extent that the Company expressly recognizes such period as a Period of Service pursuant to written and nondiscriminatory rules; and

(2) such other periods as the Company recognizes as a Period of Service pursuant to written and nondiscriminatory rules.

ARTICLE II

Participation

2.1 **Eligibility and Commencement of Participation**

Each FMC Participant shall automatically became a Participant in the Plan on such FMC Participant's Effective Date. Except as otherwise provided in the applicable Supplement, each other Employee shall automatically become a Participant in the Plan as of the date he or she satisfies all of the following requirements:

(a) the Employee is an Eligible Employee; and

(b) the Employee either (i) is a regular, full-time employee, or (ii) has completed not less than 1,000 Hours of Service in a 12-month period beginning on the Employee's Employment Commencement Date or any anniversary thereof.

2.2 **Provision of Information**

Each Participant must make available to the Administrator any information it reasonably requests. As a condition of participation in the Plan, an Employee agrees, on his or her own behalf and on behalf of all persons who may have or claim any right by reason of the Employee's participation in the Plan, to be bound by all provisions of the Plan.

2.3 **Termination of Participation**

A Participant ceases to be a Participant when he or she dies or, if earlier, when his or her entire vested benefit accrued under the Plan has been paid to him or her.

2.4 **Special Rules Relating to Veterans' Reemployment Rights**

Notwithstanding any provision of this Plan to the contrary, with respect to an Eligible Employee or Participant who is reemployed in accordance with the reemployment provisions of the Uniformed Services Employment and Reemployment Rights Act following a period of qualifying military service (as determined under such Act), contributions, benefits and service credit will be provided in accordance with Section 414(u) of the Code.

ARTICLE III

Normal, Early and Deferred Retirement Benefits

3.1 **Normal Retirement Benefits**

3.1.1 **Normal Retirement**: A Participant who retires on the Normal Retirement Date shall be entitled to receive a Normal Retirement Benefit determined under Section 3.1.2. Payment of such benefit shall commence as of the first day of the month coincident with or next following the Participant's Normal Retirement Date, unless the Participant elects to defer commencement subject to Section 3.3.2.

3.1.2 **Amount of Normal Retirement Benefit**: A Participant's monthly Normal Retirement Benefit shall be equal to the amount determined in accordance with the applicable Supplement.

3.1.3 **Reductions for Certain Benefits**: A Participant's Normal Retirement Benefit shall be reduced by the value of any vested benefit payable to the Participant under the FMC Plan or any pension, profit sharing or other retirement plan other than the Savings Plan (hereinafter called "Duplicate Benefit Plan") which is attributable to any period which counts as Credited Service under this Plan. For purposes of determining the amount of any Duplicate Benefit Plan reduction, the vested benefit under the Duplicate Benefit Plan shall be converted to a form which is identical to the form of benefit which is to be paid under this Plan, including any applicable reductions for early commencement as determined under the Plan or the Duplicate Benefit Plan, as applicable. Such values will be determined as of the earlier of the Annuity Starting Date under the Plan, or the date distribution of such vested benefit was made or commenced under the Duplicate Benefit Plan, as applicable.

3.2 **Early Retirement Benefits**

3.2.1 **Early Retirement**: A Participant who retires on or after the Early Retirement Date shall be entitled to receive an Early Retirement Benefit determined under Section 3.2.2. Payment of such benefit shall commence as of the first of the month coincident with or next following the Participant's Early Retirement Date or, if the Participant elects, as of the first day of any subsequent month, but not later than the Normal Retirement Date. Any such election of a deferred commencement date may be revoked at any time prior to such date and a new date may be elected by giving advance written notice to the Administrator in accordance with rules prescribed by the Administrator.

3.2.2 **Amount of Early Retirement Benefit**: Subject to Section 3.2.3, a Participant's monthly Early Retirement Benefit shall be equal to an amount determined pursuant to Section 3.1.2 as in effect on the date the Participant's Years of Credited Service terminate, based on the Participant's Years of Credited Service as of such date.

3.2.3 **Early Retirement Reduction Factor**: If a Participant's Early Retirement Benefit commences prior to the Participant's Normal Retirement Date, the Participant's Early Retirement Benefit computed pursuant to Section 3.2.2 shall be reduced in accordance with the applicable Supplement.

3.3 **Deferred Retirement Benefits**

3.3.1 **Deferred Retirement**: A Participant who retires after the Normal Retirement Date shall be entitled to receive a Normal Retirement Benefit determined under Section 3.1.2 commencing as of the first day of the month coinciding with or next following the date the Participant actually retires. Each Participant shall accrue additional benefits hereunder after the Participant's Normal Retirement Date with respect to the portion of the Normal Retirement Benefit which is attributable to contributions by the Company. If a Participant who is not employed by the Company or its Affiliates on his or her Normal Retirement Date defers his or her Normal Retirement Benefit beyond his or her Normal Retirement Date, the Normal Retirement Benefit will be paid retroactive to the Participant's Normal Retirement Date as soon as reasonably practicable after the Plan Administrator learns of the deferred benefit.

3.3.2 **Distribution Requirements**: Except as hereinafter provided, unless the Participant elects otherwise in accordance with the terms of the Plan, payment of a Participant's retirement benefits will begin no later than 60 days after the close of the Plan Year in which the latest of the following events occurs:

(a) the Participant's 65th birthday;

(b) the 10th anniversary of the year in which the Participant commenced participation in the Plan; and

(c) the Participant terminates employment with the Company and all Affiliates.

If the amount of the payment required to commence on the date determined under this Section 3.3.2 cannot be ascertained by such date, or if it is not possible to make such payment on such date because the Administrator cannot locate the Participant after making reasonable efforts to do so, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained under this Plan or the date the Participant is located.

Notwithstanding any other provision of this Plan:

(i) the accrued benefit of a Participant who attains age 70-1/2 on or after January 1, 2000 must be distributed or commence to be distributed no later than the April 1 following the later of (1) the calendar year in which the Participant attains age 70-1/2 or (2) the calendar year in which the Participant retires (unless the Participant is a 5% owner, as defined in Code Section 416, of the Company with respect to the Plan Year in which the Participant attains age 70-1/2, in which case this Subsection (2) shall not apply); and

(ii) the accrued benefit of a Participant who attains age 70-1/2 prior to January 1, 2000 must be distributed or commence to be distributed no later than the April 1 following the calendar year in which the Participant attains age 70-1/2 unless the Participant is not a 5% owner (as defined in Subsection (i)) and elects to defer distribution to the calendar year in which the Participant retires.

All Plan distributions will comply with Code Section 401(a)(9), including Department of Treasury Regulation Section 1.401(a)(9)-2. With respect to distributions made under the Plan for Plan Years beginning on or after January 1, 2003, all Plan distributions will comply with Code Section 401(a)(9), including Department of Treasury Regulation Section 1.401(a)(9)-2 through 1.401(a)(9)-9, as promulgated under Final and Temporary Regulations published in the Federal Register on April 17, 2002 (the '401(a)(9) Regulations'), with respect to minimum distributions under Code Section 401(a)(9). In addition, the benefit payments distributed to any Participant on or after January 1, 2003, will satisfy the incidental death benefit provisions under Code Section 401(a)(9)(G) and Department of Treasury Regulation Section 1.401(a)(9)-5(d), as promulgated in the 401(a)(9) Regulations. To the extent required by Code Section 401(a)(9)(C)(iii), or any other applicable guidance issued thereunder, with respect to a Participant who retires in a calendar year after the calendar year in which the Participant attains age 70 1/2, the actuarial increase in such Participant's accrued benefit mandated by Code Section 401(a)(9)(C)(iii) shall be implemented notwithstanding any suspension of benefits provision applicable to such Participant pursuant to ERISA 203(a)(3)(B), Code Section 411(a)(3)(B) and the terms of the Plan.

3.4 **Suspension of Benefits**

3.4.1 **Prior to Normal Retirement Date**: If a Participant receives retirement benefits under the Plan following a termination of employment prior to the Participant's Normal Retirement Date and again becomes an Employee prior to Normal Retirement Date, no retirement benefits shall be paid during such later period of employment and up to Normal Retirement Date. Any benefits payable under the Plan to or on behalf of the Participant at the time of the Participant's subsequent termination of employment shall be reduced by the Actuarial Equivalent of any benefits paid to the Participant after the Participant's earlier termination and prior to the Participant's Normal Retirement Date.

3.4.2 **After Normal Retirement Date**: If (a) a Participant whose employment terminates again becomes an Employee after the Participant's Normal Retirement Date, or again becomes an Employee prior to the Participant's Normal Retirement Date and continues in employment beyond the Participant's Normal Retirement Date, or (b) a Participant continues in employment with the Company and Affiliates after the

Participant's Normal Retirement Date without a prior termination, the following provisions of this Section 3.4.2 shall apply to the Participant as of the Participant's Normal Retirement Date or, if later, the Participant's date of reemployment.

(i) For purposes of this Section 3.4.2, the following definitions shall apply:

(1) **Postretirement Date Service** means each calendar month after a Participant's Normal Retirement Date and subsequent to the time that:

(A) payment of retirement benefits commenced to the Participant if the Participant returned to employment with the Company and Affiliates, or

(B) payment of retirement benefits would have commenced to the Participant if the Participant had not remained in employment with the Company and Affiliates,

if in either case the Participant receives pay from the Company and Affiliates for any Hours of Service performed on each of 8 or more days (or separate work shifts) in such calendar month.

(2) **Suspendable Amount** means the monthly retirement benefits otherwise payable in a calendar month in which the Participant is engaged in Postretirement Date Service Payment shall be permanently withheld on a portion of a Participant's retirement benefits, not in excess of the Suspendable Amount, for each calendar month during which the Participant is employed in Postretirement Date Service.

(ii) If payments have been suspended pursuant to Subsection (ii) above, such payments shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed in Postretirement Date Service; provided, however, that no payments shall resume until the Participant has complied with the requirements set forth in Subsection (vi) below. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of Postretirement Date Service and the resumption of payment, less any amounts that are subject to offset pursuant to Subsection (iv) below.

(iii) Retirement benefits made subsequent to Postretirement Date Service shall be reduced by (1) the Actuarial Equivalent of any benefits paid to the Participant prior to the time the Participant is reemployed after the Participant's Normal Retirement Date; and (2) the amount of any payments previously made during those calendar months in which the Participant was engaged in Postretirement Date Service; provided, however, that such reduction under Subsection (2) shall not exceed, in any one month, 25% percent of that month's total retirement benefits (excluding amounts described in Subsection (ii) above) that would have been due but for the offset.

(iv) Any Participant whose retirement benefits are suspended pursuant to Subsection (ii) of this Section 3.4.2 shall be notified (by personal delivery or certified or registered mail) during the first calendar month in which payments are withheld that the Participant's retirement benefits are suspended. Such notification shall include:

(1) a description of the specific reasons for the suspension of payments;

(2) a general description of the Plan provisions relating to the suspension;

(3) a copy of the provisions;

(4) a statement to the effect that applicable Department of Labor Regulations may be found at Section 2530.203-3 of Title 29 of the Code of Federal Regulations;

(5) the procedure for appealing the suspension, which procedure shall be governed by Section 12.11; and

(6) the procedure for filing a benefits resumption notification pursuant to Subsection (vi) below.

If payments subsequent to the suspension are to be reduced by an offset pursuant to Subsection (iv) above, the notification shall specifically identify the periods of employment for which the amounts to be offset were paid, the Suspendable Amounts subject to offset, and the manner in which the Plan intends to offset such Suspendable Amounts.

(v) Payments shall not resume as set forth in Subsection (iii) above until a Participant performing Postretirement Date Service notifies the Administrator in writing of the cessation of such Service and supplies the Administrator with such proof of the cessation as the Administrator may reasonably require.

(vi) A Participant may request, pursuant to the procedure contained in Section 12.11, a determination whether specific contemplated employment will constitute Postretirement Date Service.

3.5 **Benefit Limitations**

3.5.1 **Limitation on Accrued Benefit**: Notwithstanding any other provision of the Plan, the annual benefit payable under the Plan to a Participant, when expressed as a monthly benefit commencing at the Participant's Social Security Retirement Age (as defined in Code Section 415(b)(8)), shall not exceed the lesser of (a) $13,333.33 or (b) the highest average of the Participant's monthly compensation for 3 consecutive calendar years, subject to the following:

(i) The maximum shall apply to the Individual Life Annuity and to that portion of the Accrued Benefit (as adjusted as required under Code Section 415) payable in the form elected by the Participant during his lifetime.

(ii) If a Participant has fewer than 10 years of participation in the Plan, the maximum dollar limitation of Subsection (a) above shall be multiplied by a fraction of which the numerator is the Participant's actual years of participation in the Plan (computed to fractional parts of a year) and the denominator is 10. If a Participant has fewer than 10 Years of Vesting Service, the maximum compensation limitation in Subsection (b) above shall be multiplied by a fraction of which the numerator is the Years of Vesting Service (computed to fractional parts of a year) and the denominator is 10. Provided, however, that in no event shall such dollar or compensation limitation, as applicable, be less than 1/10th of such limitation determined without regard to any adjustment under this Subsection (ii).

(iii) As of January 1 of each year, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year to reflect increases in the cost of living, shall become effective as the maximum dollar limitation in Subsection (a) above for the Plan Year ending within that calendar year for Participants terminating in or after such Plan Year.

(iv) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a Life Annuity beginning at the earlier age that is the Actuarial Equivalent of the dollar limitation under Subsection (a) above applicable to the participant at age 62. The defined benefit dollar limitation applicable at an age prior to age 62 is determined by using the lesser of the effective Early Retirement reduction, as determined under the Plan, or 5% per year. The mortality basis for

determining Actuarial Equivalence for terminations on or after December 31, 2002, as applicable, shall be the 1994 Group Annuity Reserving Table (weighted 50% male, 50% female and projected to 2002 using Scale AA), which is the table prescribed in Rev. Rul. 2001-62, (or the applicable mortality table, prescribed under Section 417(e)(3) of the Code or other guidance of general applicability issued thereunder).

For periods prior to January 1, 2002, the dollar limitation under Code Section 415 in effect for the applicable Plan year shall be modified as follows to reflect commencement of retirement benefits on a date other than the Participant's Social Security Retirement Age:

(1) if the Participant's Social Security Retirement Age is 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the dollar limitation under Subsection (a) above by 5/9ths of 1% for each month by which benefits commence before the month in which the Participant attains age 65;

(2) if the Participant's Social Security Retirement Age is greater than 65, the dollar limitation for benefits commencing on or after age 62 is determined by reducing the dollar limitation under Subsection (a) above by 5/9ths of 1% for each of the first 36 months and by 5/12ths of 1% for each of the additional months by which benefits commence before the month in which the Participant attains Social Security Retirement Age;

(3) if the Participant's benefit commences prior to age 62, the dollar limitation shall be the actuarial equivalent of Subsection (a) above, payable at age 62, as determined above, reduced for each month by which benefits commence before the month in which the Participant attains age 62. Actuarial equivalence shall be determined using the greater of the interest rate assumption under the Plan for determining early retirement benefits or 5% per year. The mortality basis for determining Actuarial Equivalence for terminations prior to January 1, 1995 shall be the 1971 Group Annuity Mortality Table (weighted 95% male and 5% female). The mortality basis for determining Actuarial Equivalence for any terminations on or after January 1, 1995 shall be the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female);

(v) Notwithstanding the foregoing, the maximum as applied to any FMC Participant on April 1, 1987 shall in no event be less than the FMC Participant's "current accrued benefit" under the FMC Plan as of March 31, 1987, as that term is defined in Section 1106 of the Tax Reform Act of 1986.

(vi) The maximum shall apply to the benefits payable to a Participant under the Plan and all other tax-qualified defined benefit plans of the Company and Affiliates (whether or not terminated), and benefits shall be reduced, if necessary, in the reverse of the chronological order of participation in such plans.

3.5.2 **Multiple Plan Reduction**: With respect to a FMC Participant who did not have 1 Hour of Service after December 31, 1999 and who is (or has been) a participant in any defined contribution plan (whether or not terminated) maintained by FMC, the Company or an Affiliate, the sum of the FMC Participant's defined benefit plan fraction (as defined under Code Section 415(e)(2)) and defined contribution plan fraction (as defined under Code Section 415(e)(3)) shall not exceed 1. If such sum exceeds 1, the FMC Participant's defined benefit plan fraction shall be reduced until such sum equal 1.

3.5.3 **Incorporation of Section 415 of the Code**: The provisions set forth in Article III are intended to comply with the requirements of Section 415 of the Code and shall be interpreted, applied and if and to the extent necessary, deemed modified without formal language so as to satisfy solely the minimum requirements of Section 415.

3.6 **FMC Participants' Benefits**

The Normal Retirement Benefit, Early Retirement Benefit Termination Benefit, and Disability Retirement Benefit for each FMC Participant who is not an Employee and who does not complete an Hour of Service on or after May 1, 2001 shall, notwithstanding the provisions of Sections 3.1, 3.2, 3.3, 4.2 or 5.2 hereof, equal the accrued benefit of such FMC Participant as transferred from the FMC Plan in the FTI Spinoff.

ARTICLE IV

Termination Benefits

4.1 **Termination of Service**

Except as provided in the applicable Supplement, a Participant who has 5 Years of Vesting Service but who ceases to be an Employee before the Participant's Early Retirement Date for any reason other than death shall be entitled to receive a "Termination Benefit" determined under Section 4.2. Except as provided in the applicable Supplement, payment of such benefit shall commence as of the first day of the month coincident with or next following the Participant's Normal Retirement Date, unless the Participant elects to defer commencement subject to Section 3.3.2. Except as provided in the applicable Supplement, if the Participant satisfies the age requirement for an Early Retirement Benefit, the Participant may elect payment of the Actuarial Equivalent of the Participant's Termination Benefit to commence as of the first day of any month before such Normal Retirement Date and coincident with or following the Participant's Early Retirement Date. Any such election of the earlier Annuity Starting

Date shall be made by giving advance written notice to the Administrator in accordance with rules prescribed by the Administrator. Except as provided in Article V and Article VII, no benefits shall be payable to any person if the Participant dies prior to the Annuity Starting Date. A terminated Participant who has no vested interest in the Participant's accrued benefit shall be deemed to have received a distribution of the Participant's entire vested benefit. The Committee or its delegatee may, in its discretion, vest a Participant in the Participant's accrued benefit in the event the Participant's employment with the Company is affected by a transaction undertaken by the Company.

4.2 **Amount of Termination Benefit**

Except as provided in the applicable Supplement or Section 3.6, a Participant's monthly Termination Benefit shall be determined pursuant to Section 3.1.2 as in effect on the date his Years of Vesting Service terminate based on the Participant's Years of Vesting Service as of such date. Except as provided in the applicable Supplement, if payment of the Participant's Termination Benefit commences before the Normal Retirement Date, the amount of the monthly benefit shall be reduced to an Actuarial Equivalent to reflect such earlier commencement.

ARTICLE V

Disability Retirement Benefits

5.1 **Disability Retirement**

To the extent provided in the applicable Supplement, a Participant who is an Employee and who satisfies the requirements for Disability Retirement in the applicable Supplement shall be entitled to receive a Disability Retirement Benefit determined under Section 5.2. If a Participant's Total and Permanent Disability ceases, the payment of the Participant's Disability Retirement Benefit shall cease.

5.2 **Amount of Disability Retirement Benefit**

A Participant's Disability Retirement Benefit shall be determined pursuant to the applicable Supplement as in effect on the date the Participant's Years of Credited Service terminate.

ARTICLE VI

Payment of Retirement Benefits

6.1 **Normal Form of Benefit**

Except as otherwise provided in the applicable Supplement, a Participant's benefit shall be paid in the form of a 100% Joint and Survivor's Annuity, with the Participant's spouse as joint annuitant if the Participant is married on the Annuity Starting Date, and in the form of an Individual Life Annuity if the Participant is not married on the Annuity Starting Date, unless the Participant elects not to receive payments pursuant to this Section 6.1 and to receive payments in one of the optional forms permitted under Section 6.2. An election not to receive the normal form of benefit and to receive payment in an optional form shall satisfy the applicable requirements of Section 6.3.

6.2 **Optional Forms of Benefit**

Except as otherwise provided in the applicable Supplement, a married Participant may elect, with spousal consent and in accordance with Section 6.3, to receive the Participant's benefits in the form of an Individual Life Annuity. Effective for Plan Years beginning on or after January 1, 2009, and notwithstanding any provision set forth in the Plan or any Supplement to the Plan to the contrary, a Participant may elect a Qualified Optional Survivor Annuity, which is an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's surviving spouse that equals either 50% or 75% (as elected by the Participant) of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse.

6.3 **Election of Benefits**

6.3.1 The Administrator shall provide each Participant with a written notice containing the following information:

(a) a general description of the normal form of benefit payable under the Plan;

(b) the Participant's right to make and the effect of an election to waive the normal form of benefit;

(c) the right of the Participant's spouse not to consent to the Participant's election under Section 6.1;

(d) the right of Participant to revoke such election, and the effect of such revocation;

(e) the optional forms of benefits available under the Plan; and

(f) the Participant's right to request in writing information on the particular financial effect of an election by the Participant to receive an optional form of benefit in lieu of the normal form of benefit.

6.3.2 The notice under Section 6.3.1 shall be provided to the Participant at each of the following times as shall be applicable to him

(a) not more than 90 (effective January 1, 2008, 180) days and not less than 30 days after a Participant who is in the employ of the Company or an Affiliate gives notice of the Participant's intention to terminate employment and commence receipt of the Participant's retirement benefits under the Plan; or

(b) not more than 90 (effective January 1, 2008, 180) days and not less than 30 days prior to the attainment of age 65 of a Participant (whether or not the Participant has terminated employment) who has not previously commenced receiving retirement benefits.

The election period in Section 6.3.3 for a Participant who requests additional information during the election period will be extended until 90 days after the additional information is mailed or personally delivered. Any such request shall be made only within 90 days after the date the information described in Section 6.3.1 is given to the Participant, and the Administrator shall not be obligated to comply with more than one such request. Any information provided pursuant to this Section 6.3.2 will be given to the Participant within 30 days after the date of the Participant's request and will be based upon the estimated benefits to which the Participant will be entitled as of the later of the first day on which such benefits could commence or the last day of the Plan Year in which the Participant's request is received. If a Participant files an election (or revokes an election) pursuant to this Section 6.3 less than 60 day shall be made retroactively to such date. Notwithstanding the above to the contrary, effective January 1, 2004, in the event a Participant elects a Retroactive Annuity Starting Date as provided in Section 6.5, the notice under 6.3.1 shall be provided to the Participant on or about the date that the Participant files an election for a Retroactive Annuity Starting Date.

6.3.3 A Participant may make the election provided in Section 6.1 by filing the prescribed form with the Administrator at any time during the election period. The election period shall begin 90 (effective January 1, 2008, 180) days prior to the Participant's Annuity Starting Date. Such election shall be subject to the written consent of the Participant's spouse, acknowledging the effect of the election and witnessed by a Plan representative or a notary public. Such spousal consent shall not be required if the Participant establishes to the satisfaction of the Administrator that the consent of the spouse may not be obtained because there is no spouse or the spouse cannot be located. A spouse's consent shall be irrevocable. The election in Section 6.1 may be revoked or changed at any time during the election period but shall be irrevocable thereafter.

6.3.4 Notwithstanding Section 6.3.3:

(a) distribution of benefits may commence less than 30 days after the

(i) the Participant elects to waive the requirement that notice be given at least 30 days prior to the Annuity Starting Date; and

(ii) the distribution commences more than 7 days after such notice is provided.

(b) The notice described in Section 6.3.1 may be provided after the Annuity Starting Date, in which case the applicable election period shall not end before the 30th day after the date on which such notice is provided, unless the Participant elects to waive the 30-day notice requirements pursuant to Subsection (a) above.

6.3.5 Notwithstanding the foregoing provisions in Section 6.3, effective January 1, 2004, a Participant may elect a Retroactive Annuity Starting Date (as defined in Treas. Reg. 1.417(e)-1(b)(3)(iv)(B)), pursuant to Section 6.5. In the event that the notice

information described in Section 6.3 is provided to the Participant after the Participant's Annuity Starting Date (as defined in Section 417(f)(2) of the Code) or Retroactive Annuity Starting Date, the Participant shall have at least 30 days after the date the notification is provided to make the election described in Section 6.3. The Participant may waive this 30 day period pursuant to the provisions of Section 6.3.4.

6.4 **FMC Participants in Pay Status**

Notwithstanding any provision in the Plan to the contrary, each FMC Participant who had elected to receive and/or was receiving their normal retirement benefit, early retirement benefit, deferred retirement benefit, disability retirement benefit or termination benefit under the FMC Plan prior to the Effective Date shall on and after the Effective Date continue to receive such benefits in the same form, and in the same amount as such FMC Participant and/or, as applicable, FMC Joint Annuitant, was receiving or would have received under the FMC Plan prior to the Effective Date as if such benefits were paid by the FMC Plan. In addition, each FMC Beneficiary who was receiving benefits under the FMC Plan on behalf of an FMC Participant prior to the Effective Date shall continue to receive such benefits from this Plan after the Effective Date in the same form and in the same amount as if such benefits were paid by the FMC Plan.

6.5 **Election of Retroactive Annuity Starting Date**

Effective January 1, 2004, a Participant may elect a "Retroactive Annuity Starting Date" (as defined in Treas. Reg. 1.417(e)-1(b)(3)(iv)(B)), that occurs on or before the date the notice information described in Section 6.3 is provided to the Participant, provided the following conditions are satisfied:

(a) The Participant's spouse (including an alternate payee who is treated as the spouse under a qualified domestic relations order), determined as if the date distributions commence were the Participant's Annuity Starting Date (as defined in Section 417(f)(2) of the Code), consents to the Participant's election of a Retroactive Annuity Starting Date. The spousal consent requirement of this Section 6.5(a) is satisfied if such consent satisfies the conditions of Section 6.3.3 above.

(b) If the date distribution commences is more than 12 months from the Retroactive Annuity Starting Date, the distribution provided based on the Retroactive Annuity Starting Date shall satisfy Section 415 of the Code as though the date distribution commences is substituted for the annuity starting date for all purposes, including for purposes of determining the applicable interest rate and applicable mortality table (as defined in Article I).

(c) If the distribution is payable as a lump sum, the distribution amount shall not be less than the present value of the Participant's accrued benefit, determined (i) using the applicable mortality table and applicable interest rate as of the distribution date or (ii) using the applicable mortality table and applicable interest rate as of the Participant's Retroactive Annuity Starting Date. For purposes of this paragraph (c) applicable mortality table and applicable interest rate are defined in Article I.

If a Participant elects a Retroactive Annuity Starting Date the following provisions shall apply:

(a) future periodic payments shall be the same as the future periodic payments, if any, that would have been paid with respect to the Participant had payments actually commenced on the Retroactive Annuity Starting Date;

(b) the Participant shall receive a make-up payment to reflect any missed payment or payments for the period from the Retroactive Annuity Starting Date to the date of actual make-up payment (with appropriate adjustment for interest from the date the missed payment or payments would have been made to the date of the actual make-up payment);

(c) the benefit determined as of the Retroactive Annuity Starting Date shall satisfy Section 417(e)(3) of the Code, if applicable, and Section 415 with the applicable interest rate and applicable mortality table (as defined in Article I) determined as of that date; and the Retroactive Annuity Starting Date shall not precede the date the Participant could have otherwise started receiving benefits under the Plan.

ARTICLE VII

Survivor's Benefits

7.1 **Surviving Spouse's Benefit**

If a Participant who has 5 or more Years of Vesting Service dies before the Annuity Starting Date and leaves a surviving spouse to whom the Participant has been married for at least 12 months, the Participant's surviving spouse shall be entitled to receive a survivor's benefit for life. Except as otherwise provided in the applicable Supplement, the amount of such survivor's benefit shall be determined pursuant to Section 4.2 based upon the Participant's age and Years of Credited Service on the date of the Participant's death and paid in the form of a 50% Joint and Survivor's Annuity as if the Participant had died on the day before such benefits commence. Except as otherwise provided in the applicable Supplement, payment of the survivor's benefit shall commence on the first day of the month coincident with or next following the later of the first date the Participant could have commenced an Early Retirement Benefit or the Participant's death, unless the Participant's spouse elects to commence payment of benefits as of the first day of any subsequent month, but not later than the Participant's Normal Retirement Date.

7.2 **Certain Former Employees**

FMC Participants who have 10 Years of Vesting Service but who have not been credited with an Hour of Service on or after August 23, 1984 and are not receiving benefits on that date shall be entitled to elect survivor's benefits only as follows:

(a) if the FMC Participant is credited with an hour of service under the FMC Plan or a predecessor plan on or after September 2, 1974, but is not otherwise credited with an hour of service under the FMC Plan or this Plan in a Plan Year beginning on or after January 1, 1976, the Participant shall be afforded an opportunity to elect payment of benefits in the form of a 100% Joint and Survivor's Annuity; or

(b) if the Participant is credited with an Hour of Service under this Plan, the FMC Plan, or a predecessor plan in a Plan Year beginning after December 31, 1975, the Participant shall be afforded the opportunity to elect a Surviving Spouse's Benefit under Section 7.1.

ARTICLE VIII

Fiduciaries

8.1 **Named Fiduciaries**

8.1.1 The Company is the Plan sponsor and a "named fiduciary" with respect to control over and management of the Plan's assets only to the extent that it (a) shall appoint the members of the Committee which administers the Plan at the Administrator's direction; (b) shall delegate its authorities and duties as "plan administrator," as defined under ERISA, to the Committee; and (c) shall continually monitor the performance of the Committee.

8.1.2 The Company, as Administrator, and the Committee, which administers the Plan at the Administrator's direction, are "named fiduciaries" of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to control and manage the operation and administration of the Plan. The Administrator is also the "administrator" and "plan administrator" of the Plan, as those terms are defined in ERISA Section 3(16)(A) and Code Section 414(g), respectively.

8.1.3 The Trustee is a "named fiduciary" of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to manage and control all Trust assets, except to the extent that authority is delegated to an Investment Manager or to the extent the Administrator or the Committee directs the allocation of Trust assets among general investment categories.

8.1.4 The Company, the Administrator, and the Trustee are the only named fiduciaries of the Plan.

8.2 **Employment of Advisers**

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

8.3 **Multiple Fiduciary Capacities**

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

8.4 **Payment of Expenses**

All Plan expenses, including expenses of the Administrator, the Committee, the Trustee, any Investment Manager and any insurance company, will be paid by the Trust Fund, unless a Participating Employer elects to pay some or all of those expenses.

8.5 **Indemnification**

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

ARTICLE IX

Plan Administration

9.1 **Powers, Duties and Responsibilities of the Administrator and the Committee**

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

9.1.2 The Administrator and the Committee have the power to promulgate such rules and procedures, to maintain or cause to be maintained such records, and to issue such forms as it deems necessary or proper to administer the Plan.

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

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

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

9.1.6 The Administrator and the Committee will exercise all responsibilities in a uniform and nondiscriminatory manner.

9.2 **Delegation of Administration Responsibilities**

The Administrator and the Committee may designate by written instrument one or more actuaries, accountants or consultants as fiduciaries to carry out, where appropriate, the administrative responsibilities, including their fiduciary duties. The Committee may from time to time allocate or delegate to any subcommittee, member of the Committee and others, not necessarily employees of the Company, any of its duties relative to compliance with ERISA, administration of the Plan and related matters, including involving the exercise of discretion. The Company's duties and responsibilities under the Plan shall be carried out by its directors, officers and employees, acting on behalf of and in the name of the Company in their capacities as directors, officers and employees, and not as individual fiduciaries. No director, officer nor employee of the Company shall be a fiduciary with respect to the Plan unless he or she is specifically so designated and expressly accepts such designation.

9.3 **Committee Members**

The Committee shall consist of not less than 3 people, who need not be directors, and shall be appointed by the Board of Directors of the Company. Any Committee member may resign and the Board of Directors may remove any Committee member, with or without cause, at any time. A majority of the members of the Committee shall constitute a quorum for the transaction of business and the act of a majority of the Committee members at a meeting at which a quorum is present shall be the act of the Committee. The Committee can act by written consent signed by all of its members. Any members of the Committee who are Employees shall not receive compensation for their services for the Committee. No Committee member shall be entitled to act on or decide any matter relating solely to his or her status as a Participant.

ARTICLE X

Funding of the Plan

10.1 **Appointment of Trustee**

The Committee or its authorized delegatee will appoint the Trustee and either may remove it. The Trustee accepts its appointment by executing the Trust Agreement. A Trustee will be subject to direction by the Committee or its authorized delegatee or, to the extent specified by the Company, by an Investment Manager, and will have the degree of discretion to manage and control Plan assets specified in the Trust Agreement. Neither the Company nor any other Plan fiduciary will be liable for any act or omission to act of a Trustee, as to duties delegated to the Trustee.

10.2 **Actuarial Cost Method**

The Committee or its authorized delegatee shall determine the actuarial cost method to be used in determining costs and liabilities under the Plan pursuant to Section 301 et seq., of ERISA and Section 412 of the Code. The Committee or its authorized delegatee shall review such actuarial cost method from time to time, and if it determines from review that such method is no longer appropriate, then it shall petition the Secretary of the Treasury for approval of a change of actuarial cost method.

10.3 **Cost of the Plan**

Annually the Committee or its authorized delegatee shall determine the normal cost of the Plan for the Plan Year and the amount (if any) of the unfunded past service cost on the basis of the actuarial cost method established for the Plan using actuarial assumptions which, in the aggregate, are reasonable. The Committee or its authorized delegatee shall also determine the contributions required to be made for each Plan Year by the Participating Employers in order to satisfy the minimum funding standard (or alternative minimum funding standard) for such Plan Year determined pursuant to Sections 302 through 305 of ERISA and Section 412 of the Code.

10.4 **Funding Policy**

The Participating Employers shall cause contributions to be made to the Plan for each Plan Year in the amount necessary to satisfy the minimum funding standard (or alternative minimum funding standard) for such Plan Year; provided, however, that this obligation shall cease when the Plan is terminated. In the case of a partial termination of the Plan, this obligation shall cease with respect to those Participants, Joint Annuitants and Beneficiaries who are affected by such partial termination. Each contribution is conditioned upon its deductibility under Section 404 of the Code and shall be returned to the Participating Employers within one year after the disallowance of the deduction (to the extent disallowed). Upon the Company's written request, a contribution that was made by a mistake of fact shall be returned to the Participating Employer within one year after the payment of the contribution.

10.5 **Cash Needs of the Plan**

The Committee or its authorized delegatee from time to time shall estimate the benefits and administrative expenses to be paid out of the Plan during the period for which the estimate is made and shall also estimate the contributions to be made to the Plan during such period by the Participating Employers. The Committee or its authorized delegatee shall inform the Trustees of the estimated cash needs of and contributions to the Plan during the period for which such estimates are made. Such estimates shall be made on an annual, quarterly, monthly or other basis, as the Committee shall determine.

10.6 **Public Accountant**

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

10.7 **Enrolled Actuary**

The Committee or its authorized delegatee shall engage an enrolled actuary to prepare the actuarial statement described in Section 103(d) of ERISA and to render the opinion described in Section 103(a)(4) of ERISA. The Committee or its authorized delegatee in its discretion may remove and discharge the person so engaged, but in such event it shall engage a successor enrolled actuary to perform such examination and render such opinion.

10.8 **Basis of Payments to the Plan**

All contributions to the Plan shall be made by the Participating Employers and no contributions shall be required of or permitted by Participants. From time to time the Participating Employers shall make such contributions to the Plan as the Company determines to be necessary or desirable in order to fund the benefits provided by the Plan and any expenses thereof which are paid out of the Trust Fund and in order to carry out the obligations of the Participating Employers set forth in Section 10.3. All contributions to the Plan shall be held by the Trustee in accordance with the Trust Agreement.

10.9 **Basis of Payments from the Plan**

All benefits payable under the Plan shall be paid by the Trustee out of the Trust Fund pursuant to the directions of the Committee or its authorized delegatee and the terms of the Trust Agreement. The Trustee shall pay all proper expenses of the Plan and the Trust Fund out of the Trust Fund, except to the extent paid by the Participating Employers.

ARTICLE XI

Plan Amendment or Termination

11.1 **Plan Amendment or Termination**

The Company may, subject to any applicable Collective Bargaining Agreement, amend, modify or terminate the Plan at any time by resolution of the Board or by resolution of or other action recorded in the minutes of the Administrator or Committee. Execution and delivery by the Administrator or the Committee or by the Chairman of the Board, the President, or any Vice President of the Company of an amendment to the Plan is conclusive evidence of the amendment, modification or termination. The Committee in any event shall have the authority to amend the Plan at any time to the extent that such

amendments are required in order to obtain a favorable determination letter from the Internal Revenue Service regarding the Plan's qualification under the Code or to conform the Plan to such regulations and rulings as may be issued by the Internal Revenue Service or the United States Department of Labor.

11.2 **Limitations on Plan Amendment**

No Plan amendment can:

(a) authorize any part of the Trust Fund to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries;

(b) decrease the accrued benefits of any Participant or his or her Beneficiary under the Plan; or

(c) except to the extent permitted by law, eliminate or reduce an early retirement benefit or retirement-type subsidy (as defined in Code Section 411) or an optional form of benefit with respect to service prior to the date the amendment is adopted or effective, whichever is later.

11.3 **Effect of Plan Termination**

Upon termination of the Plan, each Participant's rights to benefits accrued hereunder shall be vested and nonforfeitable, and the Trust shall continue until the Trust Fund has been distributed as provided in Section 11.4. Any other provision hereof notwithstanding, the Participating Employers shall have no obligation to continue making contributions to the Plan after termination of the Plan. Except as otherwise provided in ERISA, neither the Participating Employers nor any other person shall have any liability or obligation to provide benefits hereunder after such termination in excess of the value of the Trust Fund. Upon such termination, Participants and Beneficiaries shall obtain benefits solely from the Trust Fund. Upon partial termination of the Plan, this Section 11.3 shall apply only with respect to such Participants and Beneficiaries as are affected by such partial termination.

11.4 **Allocation of Trust Fund on Termination**

On termination of the Plan, the Trust Fund shall be allocated by the Administrator on an actuarial basis among Participants and Beneficiaries in the manner prescribed by Section 4044 of ERISA. Any residual assets of the Trust Fund remaining after such allocation shall be distributed to the Company if (a) all liabilities of the Plan to Participants and Beneficiaries have been satisfied and (b) such a distribution does not contravene any provision of law. The foregoing notwithstanding, if any remaining assets of the Plan are attributable to Employee Contributions, such assets shall be equitably distributed to the Participants who made such contributions (or to their Beneficiaries) in accordance with their rate of contribution. Effective January 1, 1989, the benefit of any highly compensated employee or former employee (determined in accordance with section 414(g) of the Code and regulations thereunder) shall be limited to a benefit that is nondiscriminatory under section 401(a)(4) of the Code. In the event of a partial

termination of the Plan, the Administrator shall arrange for the division of the Trust Fund, on a nondiscriminatory basis to the extent required by section 401 of the Code, into the portion attributable to those Participants and Beneficiaries who are not affected by such partial termination and the portion attributable to such persons who are so affected. The portion of the Trust Fund attributable to persons who are so affected shall be allocated in the manner prescribed by section 4044 of ERISA.

ARTICLE XII

Miscellaneous Provisions

12.1 **Subsequent Changes**

All benefits to which any Participant may be entitled hereunder shall be determined under the Plan in effect when the Participant ceases to be an Eligible Employee (or under the FMC Plan, as of the date each FMC Participant who is not an Employee ceased to be an eligible employee under the FMC Plan) and shall not be affected by any subsequent change in the provisions of the Plan, unless the Participant again becomes an Eligible Employee.

12.2 **Plan Mergers**

The Plan shall not be merged or consolidated with any other plan, and no assets or liabilities of the Plan shall be transferred to any other plan, unless each Participant would receive a benefit immediately after such merger, consolidation or transfer (if the Plan then terminated) which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then been terminated). A list of other plans which have been merged into the FMC Plan or this Plan is attached hereto and made a part hereof as Exhibit A.

12.3 **No Assignment of Property Rights**

The interest or property rights of any person in the Plan, in the Trust Fund or in any payment to be made under the Plan shall not be assignable nor be subject to alienation or option, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any act in violation of this Section 12.3 shall be void. This provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p). The Company shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

In addition, the prohibition of this Section 12.3 will not apply to any offset of a Participant's benefit under the Plan against an amount the Participant is ordered or required to pay to the Plan under a judgment, order, decree or settlement agreement that meets the requirements as set forth in this Section 12.3. The Participant must be ordered or required to pay the Plan under a judgment of conviction for a crime involving the Plan, under a civil judgment (including a consent order or decree) entered by a court in an

action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor and the Participant in connection with a violation (or alleged violation) of that part 4. This judgment, order, decree or settlement agreement must expressly provide for the offset of all or part of the amount that must be paid to the Plan against the Participant's benefit under the Plan. In addition, if a Participant is entitled to receive a 100% Joint and Survivor Annuity under Section 6.1 of the Plan or a Surviving Spouse's Benefit under Section 7.1 of the Plan, and the Participant is married at the time at which the offset is to be made, the Participant's spouse must consent to the offset in accordance with the spousal consent requirements of Section 6.3.3 of the Plan, an election to waive the right of the spouse to the 100% Joint and Survivor Annuity (made in accordance with Section 6.3 of the Plan) or the Surviving Spouse's Benefit under Section 7.1 of the Plan, must be in effect, the spouse is ordered or required in the judgment, order, decree, or settlement to pay an amount to the Plan in connection with a violation of Part 4 of subtitle B or ERISA Title I, or the spouse retains in the judgment, order, decree, or settlement the right to receive the survivor annuity under the 100% Joint and Survivor Annuity or under the Surviving Spouse's Benefit, determined in the following manner: the Participant terminated employment on the date of the offset, there was no offset, the Plan permitted the commencement of benefits only on or after Normal Retirement Age, the Plan provided only the minimum-required qualified joint and survivor annuity, and the amount of the Surviving Spouse's Benefit under the Plan is equal to the amount of the survivor annuity payable under the minimum-required qualified joint and survivor annuity. For purposes of this Section 12.3 the term "minimum-required qualified joint and survivor annuity" means a qualified joint and survivor annuity which is the Actuarial Equivalent of the Participant's accrued benefit and under which the survivor's annuity is 50% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse.

12.4 **Beneficiary**

To the extent permitted by the applicable Supplement, the Beneficiary of a Participant shall be the person or persons so designated by such Participant with spousal consent and in accordance with Section 6.3. A Participant may revoke and change a designation of a Beneficiary at any time. A designation of a Beneficiary, or any revocation and change thereof, shall be effective only if it is made in writing in a form acceptable to the Administrator and is received by it prior to the Participant's death.

12.5 **Benefits Payable to Minors, Incompetents and Others**

If any benefit is payable to a minor, an incompetent, or a person otherwise under a legal disability, or to a person the Administrator reasonably believes to be physically or mentally incapable of handling and disposing of his or her property, whether because of his or her advanced age, illness, or other physical or mental impairment, the Administrator has the power to apply all or any part of the benefit directly to the care, comfort, maintenance, support, education, or use of the person, or to pay all or any part of the benefit to the person's parent, guardian, committee, conservator, or other legal representative, wherever appointed, to the individual with whom the person is living or to any other individual or entity having the care and control of the person. The Plan, the Administrator and any other Plan fiduciary will have fully discharged all responsibilities to the Participant or Beneficiary entitled to a payment by making payment under the preceding sentence.

12.6 **Employment Rights**

Nothing in the Plan shall be deemed to give any person a right to remain in the employ of the Company and Affiliates or affect any right of the Company or any Affiliate to terminate a person's employment with or without cause.

12.7 **Proof of Age and Marriage**

Participants and Beneficiaries shall furnish proof of age and marital status satisfactory to the Administrator at such time or times as it shall prescribe. The Administrator may delay the disbursement of any benefits under the Plan until all pertinent information with respect to age or marital status has been furnished and then make payment retroactively.

12.8 **Small Annuities**

If the sum of (a) the lump sum Actuarial Equivalent value of a Normal, Early, or Deferred Retirement Benefit under Article III, Termination Benefit (payable at the Participant's Normal Retirement Date) under Article IV or Survivor's Benefit under Article VII, excluding any Aetna or Prudential nonparticipating annuity; and (b) the lump sum Actuarial Equivalent value of any Aetna or Prudential nonparticipating annuity is equal to $5,000 (effective January 1, 2005, $1,000) (or such other amount as may be prescribed in or under the Code) or less, such amounts shall be paid in a lump sum as soon as administratively practicable following the Participant's retirement, termination of employment or death.

For lump sum distributions paid on or after January 1, 2003, if the Participant is thereafter reemployed by the Company, the Participant's subsequent benefit will be reduced by the lump sum Actuarial Equivalent value of the lump sum distribution previously paid to the Participant. For lump sum distributions paid prior to January 1, 2003, if a Participant who has received such a lump sum distribution is thereafter reemployed by the Company, the Participant shall have the option to repay to the Plan the amount of such distribution, together with interest at the rate of 5% per annum (or such other rate as may be prescribed pursuant to section 411(c)(2)(C)(III) of the Code), compounded annually from the date of the distribution to the date of repayment. If a reemployed Participant does not make such repayment, no part of the Period of Service with respect to which the lump sum distribution was made shall count as Years of Vesting Service or Years of Credited Service.

12.9 **Controlling Law**

The Plan and all rights thereunder shall be interpreted and construed in accordance with ERISA and, to the extent that state law is not preempted by ERISA, the law of the State of Illinois.

12.10 **Direct Rollover Option**

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 12.10, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) As used in this Section 12.10, an "eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than $200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) As used in this Section 12.10, an "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code that accepts the distributee's eligible rollover distribution, an annuity contract described in Section 403(b) of the Code or an eligible retirement plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of 'eligible retirement plan' shall apply in the case of a distribution to a surviving spouse or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(c) As used in this Section 12.10, a "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(d) As used in this Section 12.10, a "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

12.11 **Claims Procedure**

12.11.1 Any application for benefits under the Plan and all inquiries concerning the Plan shall be submitted to the Company at such address as may be announced to Participants from time to time. Applications for benefits shall be in the form and manner prescribed by the Company and shall be signed by the Participant or, in the case of a benefit payable after the death of the Participant, by the Participant's Surviving Spouse or Beneficiary, as the case may be.

12.11.2 The Plan Administrator shall give written or electronic notice of its decision on any application to the applicant within 90 days of receipt of the application. Electronic notification may be used, at the discretion of the Plan Administrator (or Review Panel, as discussed below). If special circumstances require a longer period of time, the Plan Administrator shall provide notice to the applicant within the initial 90-day period, explaining the special circumstances requiring the extension of time and the date by which the Plan expects to render a benefit determination. A decision will be given as soon as possible, but no later than 180 days after receipt of the application. In the event any application for benefits is denied in whole or in part, the Plan Administrator shall notify the applicant in writing or electronic notification of the right to a review of the denial. Such notice shall set forth, in a manner calculated to be understood by the applicant: the specific reasons for the denial; the specific references to the Plan provisions on which the denial is based; a description of any information or material necessary to perfect the application and an explanation of why such material is necessary; and a description of the Plan's review procedures and the applicable time limits to such procedures, including a statement of the applicant's right to bring a civil action under ERISA Section 502(a) following a denial on review.

12.11.3 The Company shall appoint a "Review Panel," which shall consist of three or more individuals who may (but need not) be employees of the Company. The Review Panel shall be the named fiduciary that has the authority to act with respect to any appeal from a denial of benefits under the Plan, and shall hold meetings at least quarterly, as needed. The Review Panel shall have the authority to further delegate its responsibilities to two or more individuals who may (but need not) be employees of the Company.

12.11.4 Any person (or his authorized representative) whose application for benefits is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 60 days after receiving notice of the

denial. The Review Panel shall give the applicant or such representative the opportunity to submit written comments, documents, and other information relating to the claim; and an opportunity to review, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other relevant information (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, Texas 77067-4097." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents, or other material as it may deem necessary or appropriate in making its review. The Review Panel will consider all comments, documents, and other information submitted by the applicant regardless of whether such information was submitted or considered during the initial benefit determination.

12.11.5 The Review Panel shall act upon each request for review within 60 days after receipt thereof. If special circumstances require a longer period of time, the Review Panel shall so notify the applicant within the initial 60 days, explaining the special circumstances requiring the extension of time and the date by which the Review Panel expects to render a benefit determination. A decision will be given as soon as possible, but no later than 120 days after receipt of the request for review. The Review Panel shall give notice of its decision to the Company and the applicant. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant, the specific reasons for such denial and specific references to the Plan provisions on which the decision is based. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the applicant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant: the specific reasons for such denial; the specific references to the Plan provisions on which the decision is based; the applicant's right, upon request and free of charge, to receive reasonable access to, and copies of, all documents and other relevant information (other than legally-privileged documents and information); and a statement of the applicant's right to bring a civil action under ERISA Section 502(a).

12.11.6 The Review Panel shall establish such rules and procedures, consistent with ERISA and the Plan, as it may deem necessary or appropriate in carrying out its responsibilities under this Section 12.11.

12.11.7 To the extent an application for benefits as a result of a Disability requires the Plan Administrator or the Review Panel, as applicable, to make a determination of Disability under the terms of the Plan, such determination shall be subject to all of the general rules described in this Section 12.11, except as they are expressly modified by this Section 12.11.7.

(a) If the applicant's claim is for benefits as a result of Disability, then the initial decision on a claim for benefits will be made within 45 days after the Plan receives the applicant's claim, unless special circumstances require additional time, in which case the Plan Administrator will notify the applicant before the end of the initial 45-day period of an extension of up to 30 days. If necessary, the Plan Administrator may notify the applicant, prior to the end of the initial 30-day extension period, of a second extension of up to 30 days. If an extension is due to the applicant's failure to supply the necessary information, the notice of extension will describe the additional information and the applicant will have 45 days to provide the additional information. Moreover, the period for making the determination will be delayed from the date the notification of extension was sent out until the applicant responds to the request for additional information. No additional extensions may be made, except with the applicant's voluntary consent. The contents of the notice shall be the same as described in Section 12.11.2 above. If a benefit claim as a result of Disability is denied in whole or in part, the applicant (or his authorized representative) will receive written or electronic notification, as described in Section 12.11.2.

(b) If an internal rule, guideline, protocol or similar criterion is relied upon in making the adverse determination, then the notice to the applicant of the adverse determination will either set forth the internal rule, guideline, protocol or similar criterion, or will state that such was relied upon and will be provided free of charge to the applicant upon request (to the extent not legally-privileged) and if the applicant's claim was denied based on a medical necessity or experimental treatment or similar exclusion or limit, then the applicant will be provided a statement either explaining the decision or indicating that an explanation will be provided to the applicant free of charge upon request.

(c) The Review Panel, as described above in Section 12.11.3 shall be the named fiduciary with the authority to act on any appeal from a denial of benefits as a result of Disability under the Plan. Any applicant (or his authorized representative) whose application for benefits as a result of Disability is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 180 days after receiving notice of the denial. The request for review shall be in the form and manner prescribed by the Review Panel and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, Texas 77067-4097." In the event of such an appeal for review, the provisions of Section 12.11.4 regarding the applicant's rights and responsibilities shall apply. Upon request, the Review Panel will identify any medical or vocational expert whose advice was obtained on behalf of the Review Panel in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. The entity or individual appointed by the Review Panel to review the

claim will consider the appeal de novo, without any deference to the initial benefit denial. The review will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial.

(d) If the initial benefit denial was based in whole or in part on a medical judgment, then the Review Panel will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial benefit determination nor is the subordinate of any person who was consulted in connection with that determination; and upon notifying the applicant of an adverse determination on review, include in the notice either an explanation of the clinical basis for the determination, applying the terms of the Plan to the applicant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(e) A decision on review shall be made promptly, but not later than 45 days after receipt of a request for review, unless special circumstances require an extension of time for processing. If an extension is required, the applicant will be notified before the end of the initial 45-day period that an extension of time is required and the anticipated date that the review will be completed. A decision will be given as soon as possible, but not later than 90 days after receipt of a request for review. The Review Panel shall give notice of its decision to the applicant; such notice shall comply with the requirements set forth in Section 12.11.5. In addition, if the applicant's claim was denied based on a medical necessity or experimental treatment or similar exclusion, the applicant will be provided a statement explaining the decision, or a statement providing that such explanation will be furnished to the applicant free of charge upon request. The notice shall also contain the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

12.11.8 No legal or equitable action for benefits under the Plan shall be brought unless and until the applicant (a) has submitted a written application for benefits in accordance with Section 12.11.1 (or 12.11.7(a), as applicable), (b) has been notified by the Plan Administrator that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 12.11.4 (or 12.11.7(c), as applicable); and (d) has been notified that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 12.11.5 (or 12.11.7(e), as applicable). An applicant may not bring an action for benefits in accordance with this Section 12.11.8 later than 90 days after the Review Panel denies the applicant's application for benefits.

12.12 **Participation in the Plan by an Affiliate**

12.12.1 With the consent of the Board, any Affiliate, by appropriate action of its board of directors, a general partner or the sole proprietor, as the case may be, may adopt the Plan and determine the classes of its Employees that will be Eligible Employees.

12.12.2 A Participating Employer will have no power with respect to the Plan except as specifically provided herein.

12.13 **Action by Participating Employers**

Any action required to be taken by the Company pursuant to any Plan provisions will be evidenced in the manner set forth in Section 11.1. Any action required to be taken by a Participating Employer will be evidenced by a resolution of the Participating Employer's board of directors (or an authorized committee of that board). Participating Employer action may also be evidenced by a written instrument executed by any person or persons authorized to take the action by the Participating Employer's board of directors, any authorized committee of that board, or the stockholders. A copy of any written instrument evidencing the action by the Company or Participating Employer must be delivered to the secretary or assistant secretary of the Company or Participating Employer.

ARTICLE XIII

Top Heavy Provisions

13.1 **Top Heavy Definitions**

For purposes of this Article XIII and any amendments to it, the terms listed in this Section 13.1 have the meanings ascribed to them below.

Aggregate Account means the value of all accounts maintained on behalf of a Participant, whether attributable to Company or employee contributions, determined under applicable provisions of the defined contribution plan used in determining Top Heavy Plan status.

Aggregation Group means the group of plans in a Mandatory Aggregation Group, if any, that includes the Plan, unless including additional Related Plans in the group would prevent the Plan for being a Top Heavy Plan, in which case Aggregation Group means the group of plans in a Permissive Aggregation Group, if any, that includes the Plan.

Compensation means compensation as defined in Code Section 415(c)(3) and Treasury regulations thereunder. For purposes of determining who is a Key Employee, Compensation will be applied by taking into account amounts paid by Affiliates who are not Participating Employers, as well as amounts paid by Participating Employers, and without applying the exclusions for amounts paid by a Participating Employer to cover an Employee's nonqualified deferred compensation FICA tax obligations and for gross-up payments on such FICA tax payments.

Determination Date means, for a Plan Year, the last day of the preceding Plan Year. If the Plan is part of an Aggregation Group, the Determination Date for each other plan will be, for any Plan Year, the Determination Date for that other plan that falls in the same calendar year as the Determination Date for the Plan.

Key Employee means an employee described in Code Section 416(i)(1), the regulations promulgated thereunder, and other guidance of general applicability issued thereunder. Generally, a Key Employee is an Employee or former Employee who, at any time during the Plan Year containing the Determination Date is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than $130,000 (as adjusted under Code Section 416(i)(1) for Plan years beginning after December 31, 2002);

(b) a 5% owner of the Company or an Affiliate; or

(c) a 1% owner of the Company or an Affiliate with annual Compensation from the Company and all Affiliates of more than $150,000.

Mandatory Aggregation Group means each plan (considering the Plan and Related Plans) that, during the Plan Year that contains the Determination Date or any of the 4 preceding Plan Years:

(a) had a participant who was a Key Employee; or

(b) was required to be considered with a plan in which a Key Employee participated in order to enable the plan in which the Key Employee participated to meet the requirements of Code Section 401(a)(4) or 410(b).

Non-key Employee means an Employee or former Employee who is not a Key Employee.

Permissive Aggregation Group means the group of plans consisting of the plans in a Mandatory Aggregation Group with the Plan, plus any other Related Plan or Plans that, when considered as a part of the Aggregation Group, does not cause the Aggregation Group to fail to satisfy the requirements of Code Section 401(a)(4) or 410(b).

Present Value of Accrued Benefits means, in the case of a defined benefit plan, a Participant's present value of accrued benefits determined as follows:

(a) as of the most recent "Actuarial Valuation Date," which is the most recent valuation date within a 12-month period ending on the Determination Date;

(b) as if the Participant terminated service as of the actuarial valuation date; and

(c) the Actuarial Valuation Date must be the same date used for computing the defined benefit plan minimum funding costs, regardless of whether a valuation is performed that Plan Year.

Present Value means, in calculating a Participant's present value of accrued benefits as of a Determination Date, the sum of:

(a) the Actuarial Equivalent present value of accrued benefits;

(b) any Plan distributions made within the Plan Year that includes the Determination Date; provided, however, in the case of a distribution made for a reason other than separation from service, death or disability, this provision shall also include distributions made within the 4 preceding Plan Years. In the case of distributions made after the valuation date and prior to the Determination Date, such distributions are not included as distributions for top heavy purposes to the extent that such distributions are already included in the Participant's present value of accrued benefits as of the valuation date. Notwithstanding anything herein to the contrary, all distributions, including distributions under a terminated plan which if it had not been terminated would have been required to be included in an Aggregation Group, will be counted;

(c) any Employee Contributions, whether voluntary or mandatory. However, amounts attributable to tax deductible Qualified Voluntary Employee Contributions shall not be considered to be a part of the Participant's present value of accrued benefits;

(d) with respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Participant and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollover or plan-to-plan transfer as a distribution for the purposes of this Section 13.1. If this Plan is the plan accepting such rollovers or plan-to-plan transfers, it shall not consider such rollovers or plan-to-plan transfers, as part of the Participant's present value of accrued benefits;

(e) with respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Participant or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a distribution for purposes of this Section. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Participant's present value of accrued benefits, irrespective of the date on which such rollover or plan-to-plan transfer is accepted; and

(f) if an individual has not performed services for a Participating Employer within the Plan Year that includes the Determination Date, any accrued benefit for such individual shall not be taken into account.

Related Plan means any other defined contribution plan (a "Related Defined Contribution Plan") or defined benefit plan (a "Related Defined Benefit Plan") (both as defined in Code Section 415(k), maintained by the Company or an Affiliate.

A Super Top Heavy Aggregation Group exists in any Plan Year for which, as of the Determination Date, the sum of the present value of accrued benefits and the Aggregate Accounts of Key Employees under all plans in the Aggregation Group exceeds 90% of the sum of the present value of accrued benefits and the Aggregate Accounts of all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits and/or Aggregate Accounts for all employees, the present value of accrued benefits and/or Aggregate Accounts for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

Super Top Heavy Plan means the Plan when it is described in the second sentence of Section 13.2.

A Top Heavy Aggregation Group exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds 60% of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits for all employees, the Present Value of Accrued Benefits for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

Top Heavy Plan means the Plan when it is described in the first sentence of Section 13.2.

13.2 **Determination of Top Heavy Status**

This Plan is a Top Heavy Plan in any Plan Year in which it is a member of a Top Heavy Aggregation Group, including a Top Heavy Aggregation Group that includes only the Plan. The Plan is a Super Top Heavy Plan in any Plan Year in which it is a member of a Super Top Heavy Aggregation Group, including a Super Top Heavy Aggregation Group that includes only the Plan.

13.3 **Minimum Benefit Requirement for Top Heavy Plan**

13.3.1 **Minimum Accrued Benefit**: The minimum accrued benefit (expressed as an Individual Life Annuity commencing at Normal Retirement Date) derived from Company contributions to be provided under this Section for each Non-key Employee who is a Participant for any Plan Year in which this Plan is a Top Heavy Plan shall equal the product of (a) 1/12th of "416 Compensation" averaged over 5 the consecutive Plan Years (or actual number of Plan Years if less) which produce the highest average and (b) the lesser of (i) 2% multiplied by Years of Vesting Service or (ii) 20%.

13.3.2 For purposes of providing the minimum benefit under Code Section 416, a Non-key Employee who is not a Participant solely because (a) his compensation is below a stated amount or (b) he declined to make mandatory contributions to the Plan will be considered to be a Participant.

13.3.3 For purposes of this Section 13.3, Years of Vesting Service for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.

13.3.4 For purposes of this Section 13.3, 416 Compensation for any Plan Year during which the Plan is a Top Heavy Plan shall be disregarded.

13.3.5 For the purposes of this Section 13.3, "416 Compensation" shall mean W-2 wages for the calendar year ending with or within the Plan Year, plus any elective deferral (as defined in Code section 402(g)), any amounts contributed to a plan described in Code Section 125 and any amounts contributed to a plan described in Code Section 132. 416 Compensation shall be limited to $200,000 (as adjusted for cost-of-living in accordance with Section 401(a)(17)(B) of the Code) in Top Heavy Plan Years.

13.3.6 If payment of the minimum accrued benefit commences at a date other than Normal Retirement Date, or if the form of benefit is other than on Individual Life Annuity, the minimum accrued benefit shall be the Actuarial Equivalent of the minimum accrued benefit expressed as an Individual Life Annuity commencing at Normal Retirement Date.

13.3.7 To the extent required to be nonforfeitable under Section 13.4, the minimum accrued benefit under this Section 13.3 may not be forfeited under Code Section 411(a)(3)(B) or Code Section 411(a)(3)(D).

13.3.8 In determining Years of Service, any service shall be disregarded to the extent such service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or Former Key Employee.

13.4 **Vesting Requirement for Top Heavy Plan**

13.4.1 Notwithstanding any other provision of this Plan, for any Top Heavy Plan Year, the vested portion of any Participant's accrued benefit shall be determined on the basis of the Participant's number of Years of Vesting Service according to the following schedule:

Years of Service	Percentage Vested
1 - 2	0%
3	100%

If in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Company may, in its sole discretion, elect to continue to apply this vesting schedule in determining the vested portion of any Participant's accrued benefit, or revert to the vesting schedule in effect before this Plan became a Top Heavy Plan. Any such reversion shall be treated as a Plan amendment.

13.4.2 The computation of the nonforfeitable percentage of the Participant's interest in the Plan shall not be reduced as the result of any direct or indirect amendment to this Plan. In the event that this Plan is amended to change or modify any vesting schedule, a Participant with at least 3 Years of Service as of the expiration date of the election period may elect to have the Participant's nonforfeitable percentage computed under the Plan without regard to such amendment. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:

(a) the adoption date of the amendment,

(b) the effective date of the amendment, or

(c) the date the Participant receives written notice of the amendment from the Company.

IN WITNESS WHEREOF, the Company has executed the Plan, as amended and restated, by a duly authorized representative this 2nd day of February, 2010, to be effective as of January 1, 2002, except as otherwise expressly provided herein.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

SUPPLEMENTAL 1
JETWAY SYSTEMS DIVISION, OGDEN, UTAH

1-1 **Eligible Employees**

The terms of this Supplement apply only to Eligible Employees of the FMC Corporation Jetway Systems Division who work in Ogden, Utah and are covered by the Collective Bargaining Agreement between the Company and the United Steelworkers of America Local Union 6162.

1-2 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the UP-1983 Group Annuity Mortality table for males set back 1 year for the Participant and 5 years for the Beneficiary, and 8% interest compounded annually.

1-3 **Average Monthly Earnings**

Average Monthly Earnings means the average for each Participant determined by dividing total Considered Compensation during the Participant's 9-year Period of Service ending on his retirement or Severance from Service Date by 108. The denominator of 108 shall be reduced to the number of months actually worked if the Participant was not employed by the Company during that entire 9-year period. The denominator shall also be reduced in the case of Disability Retirement by the number of months without pay because of Disability in the last 6 months before retirement, and in all other cases shall be reduced by the greater of the number of months without pay (a) in excess of 3, during each absence, or (b) in excess of 12.

1-4 **Considered Compensation**

Considered Compensation means the Base Pay paid to an individual by the Company and/or any Affiliate during a Plan Year while that individual is a Participant. "Base Pay" means a Participant's regular hourly wage and does not include bonuses, amounts paid in lieu of regular vacation, overtime or other premium pay, deferred compensation, stock options, and other amounts that receive special tax treatment.

The annual amount of Considered Compensation taken into account for a Participant must not exceed $160,000 (as adjusted by the Internal Revenue Service for cost-of living increases in accordance with Code Section 401 (a)(17)(B)); provided, however in determining benefit accruals after December 31, 2001, the annual amount of Considered Compensation taken into account for a Participant must not exceed $200,000 (as adjusted by the Internal Revenue Service, for cost of living increases in accordance with Code Section 401(a)(17)(B)). For the purposes of determining benefit accruals in any Plan Year after December 31, 2001, Considered Compensation for any prior Plan Year shall be subject to the applicable limit on Earnings for that prior year.

1-5 **Normal Retirement Date**

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 65th birthday.

1-6 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be the greater of (a) or (b):

(a) 1.025% of Average Monthly Earnings multiplied by the Participant's Years of Credited Service.

(b) The product of the benefit rate provided below in effect at the termination of the Participant's Years of Credited Service multiplied by the Participant's Years of Credited Service.

Termination Date	Benefit Rate
On or after September 1, 1998 but before August 31, 1999	$ 21.50
On or after September 1, 1999	$ 22.50

Effective October 8, 2000, each Participant's monthly Normal Retirement Benefit accrued under the formula described above shall be calculated and maintained as a frozen benefit ("Prior Formula Accrued Benefit"). For periods beginning on or after October 9, 2000, a Participant's Normal Retirement Benefit shall be equal to the greater of the prior Formula Accrued Benefit, if any, and the product of the benefit rate of $30.00 multiplied by the Participant's Years of Credited Service.

1-7 **Early Retirement Date**

Early Retirement Date means the later of the Participant's 55th birthday and the date the Participant acquires 15 (effective September 1, 2005, 10) years of Credited Service.

1-8 **Early Retirement Reduction Factor**

If a Participant's Early Retirement Benefit commences prior to age 65, the Participant's Early Retirement Benefit shall be paid according to the reduced percentage provided below.

Age Benefits Begin	Reduced Percentage
65	00.00%
64	93.00%
63	86.53%
62	80.60%
61	75.20%
60	70.33%
59	66.00%
58	62.20%
57	58.93%
56	56.20%
55	54.00%

Notwithstanding the preceding to the contrary, effective September 1, 2005, the following reduced percentages shall apply:

Age Benefits Begin	Reduced Percentage
65	0%
64	96%
63	92%
62	88%
61	84%
60	80%
59	75%
58	70%
57	65%
56	60%
55	55%

1-9 **Disability Retirement**

A Participant who has completed 10 Years of Vesting Service, has a Total and Permanent Disability for a period of at least 26 weeks and who retires due to Total and Permanent Disability shall be eligible for a Disability Retirement Benefit.

Total and Permanent Disability means a total and permanent mental or physical disability of a Participant and confirmed by medical examination of a physician selected by the Company or the Participant, and confirmed by medical examination of a physician selected by the other party, whether or not such disability arose out of or during the course of employment, of a nature preventing such Participant from engaging in any occupation for compensation for the balance of the Participant's life.

1-10 **Disability Retirement Benefit**

If the Participant is eligible for unreduced Social Security benefits, the Participant's Disability Retirement Benefit shall be determined pursuant to Section 3.1.2, without reduction for early commencement, but shall be no less than $100 per month. If

the Participant is not eligible for unreduced Social Security benefits, the Participant's Disability Retirement Benefit shall be determined according to the preceding sentence, then increased by $100 per month.

1-11 **Normal Form of Benefit**

A Participant's benefit shall be paid in the form of a 50% Joint and Survivor's Annuity, with the Participant's spouse as joint annuitant if the Participant is married on the Annuity Starting Date, and in the form of an Individual Life Annuity if the Participant is not married on the Annuity Starting Date, unless the Participant elects, in accordance with Section 6.3, not to receive payment in the normal form and to receive payment in one of the permitted optional forms.

1-12 **Optional Forms of Benefit**

A Participant may elect, in accordance with Section 6.3, to receive the Participant's benefits in one of the following optional forms:

(a) an Individual Life Annuity; or

(b) a 50% or 100% joint and survivor annuity, with the Participant's Beneficiary as the survivor.

1-13 **Surviving Spouse's Benefit**

The surviving spouse's benefit shall be equal to 60% of 90% of the amount the Participant would have received if the Participant had retired on the day before death and commenced payments on the Participant's earliest early retirement date, unless the Participant waived such benefit with spousal consent, in which case the surviving spouse's benefit shall be eliminated.

Payment of the survivor's benefit shall commence on the first day of the month next following the later of the Participant's 55th birthday or the Participant's death, unless the Participant's spouse elects to commence payment of benefits as of the first day of any subsequent month, but not later than the Participant's Normal Retirement Date.

SUPPLEMENTAL 2
PACKAGING MACHINERY DIVISION, GREEN BAY, WISCONSIN

2-1 **Eligible Employees**

The terms of this Supplement apply only to individuals participating in the FMC Corporation Retirement Plan for Hourly Employees - Packaging Machinery Division, Green Bay, Wisconsin ("Prior Plan") on the Freeze Date who had not yet received a full distribution of their benefit under such Prior Plan or the FMC Plan as of the Effective Date ("Participant").

2-2 **Freeze Date**

Effective March 22, 1995 ("Freeze Date") the union group covering the Participants was decertified and the Prior Plan was frozen. No new participants entered the Prior Plan after the Freeze Date, and no benefits accrued under the Prior Plan after the Freeze Date.

2-3 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the 1971 Group Annuity Table (weighted 95% male, 5% female) and 6% interest compounded annually.

2-4 **Normal Retirement Date**

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 65th birthday.

2-5 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be the Participant's monthly normal retirement benefit accrued under the Prior Plan as of the Freeze Date.

2-6 **Early Retirement Date**

Early Retirement Date means the later of the Participant's 55th birthday and the date the Participant acquires 15 Years of Credited Service.

2-7 **Early Retirement Reduction Factor**

The Participant's Early Retirement Benefit shall be reduced by 4% per year for each year between the Participant's Annuity Starting Date and the Participant's 65th birthday.

2-8 **Surviving Spouse's Benefit**

The amount of the surviving spouse's benefit shall be determined pursuant to this Supplement as if the Participant had retired on the later of the Participant's 55th birthday or the date of the Participant's death. Payment of the survivor's benefit shall commence

on the first day of the month next following the later of the Participant's 55th birthday or the Participant's death, unless the Participant's spouse elects to commence payment of benefits as of the first day of any subsequent month, but not later than the Participant's Normal Retirement Date.

2-9 **Participants who were Salaried Employees**

Participants who prior to the Freeze Date became salaried employees and as a result became covered under the FMC Corporation Salaried Employees' Retirement Plan ("Salaried Plan"), or its predecessor plan, were given certain distribution rights as described in Section 6.2.5 of the Salaried Plan that applied to benefits payable under the Plan and the Salaried Plan.

SUPPLEMENTAL 3
SMITH METER PLANT, ERIE, PENNSYLVANIA

3-1 **Eligible Employees**

The terms of this Supplement apply only to Eligible Employees of the FMC Corporation Smith Meter Plan who work in Erie, Pennsylvania and who are covered by the Collective Bargaining Agreement between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local No. 714.

3-2 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the UP-1984 Mortality Table (for nondisabled participants) and the 1965 Railroad Board Total Disabled Annuitants Mortality Table - Ultimate Rates (for disabled participants) and the interest rate used by the Pension Benefit Guaranty Corporation for lump sum distributions occurring on the first day of the Plan Year that contains the Annuity Starting Date.

3-3 **Service**

Break-In-Service occurs when a nonvested Employee does not accrue at least 170 Hours of Service during a calendar year. Any such break shall cause a forfeiture of prior Years of Vesting Service if the total years of consecutive Breaks-in-Service equals or exceeds the greater of five or the number of Years of Vesting Service.

If the number of consecutive Breaks-in-Service do not operate to cause a forfeiture of prior Years of Vesting Service, the prior Years of Vesting Service shall be reinstated after the Employee is again credited with 1/10th Year of Vesting Service. Further, if an Employee becomes eligible for a Disability Retirement Benefit and recovers prior to his 65th birthday, he shall retain his Years of Vesting Service upon return to active employment with the Company within 30 days after Disability Retirement Benefits cease.

Hour of Service means:

(a) Each hour during an applicable computation period for which an Employee is directly or indirectly paid or entitled to payment as an Employee for services performed, including back pay, irrespective of mitigation of damages, or such hours directly or indirectly paid for reasons other than the performance of duties during the applicable computation period, such as vacation, holidays, paid sick or funeral leaves, and similar paid periods of nonworking time, or periods of absence because of jury duty, military leaves and other Company approved leaves of absence. The number of Hours of Service to be credited to an Employee as a result of payment for other than duties performed shall be computed in accordance with such Employee's hourly rate of pay during that computation period for which payment is made.

(b) Such Hours of Service which are paid for other than at the time they accrued shall be deemed accumulated for all purposes herein during the period for which they accrued irrespective of when payment is made.

(c) The number of Hours of Service to be credited to an Employee for any computation period shall be governed by Sections 2530.200b-2(b) and (c) of the Labor Department Regulations relating to ERISA.

(d) Anything contained herein to the contrary notwithstanding and solely for purposes of determining whether a Break-in-Service has occurred for purposes of Years of Vesting Service, an Employee who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which Hours of Service cannot be determined, 8 Hours of Service per day of such absence. The total number of Hours of Service credited under this paragraph for any single continuous period shall not exceed 501 hours. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence, (i) by reason of the pregnancy of the individual, (ii) by reason of a birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the Plan Year in which the absence begins if such crediting is required to prevent a Break-in-Service in such Plan Year, or (in all other cases) in the following Plan Year.

One Year Break-In-Service means any calendar year during which an Employee completes less than 170 Hours of Service.

Year of Credited Service means (A) the Employee's Years of Credited Service prior to the Effective Date, and (B) the Employee's Years of Vesting Service while the Employee is an Eligible Employee and after the Employee becomes a Participant. Notwithstanding the foregoing, benefit payments under this Plan for periods of service credited under any other retirement plans sponsored by the Company or an Affiliate as certified by the Administrator shall be reduced (but not below zero) by the amount of any benefit payments under such other plan for the same period of time.

Year of Vesting Service means (A) the Employee's Years of Service prior to the Effective Date, and (B) the total number of calendar years in which the Employee is credited with 1000 or more Hours of Service, or, subject to the provisions of this

Supplement on Break-In-Service, a proportionate credit for 1/10th of a Year of Vesting Service for each 100 Hours of Service credited during such calendar year if the Employee is credited with less than 1000 Hours of Service during such calendar year.

3-4 **Normal Retirement Date**

Normal Retirement Date means the earlier of (a) the first date the Participant has attained age 62 and completed 10 years of Vesting Service, or (b) the Participant's 65th birthday.

3-5 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be determined by multiplying the fixed rate provided below in effect on the date the Participant's Years of Credited Service terminate, multiplied by the Participant's Years of Credited Service:

Termination Date	Benefit Rate
On or after January 1, 1999 but prior to January 1, 2001	$ 25.00
On or after January 1, 2001 But prior to January 1, 2002	$ 26.00
On or after January 1, 2002 but prior to January 1, 2003	$ 27.00
On or after January 1, 2003 but prior to January 1, 2004	$ 28.00
On or after January 1, 2004 but prior to January 1, 2005	$ 29.00
On of after January 1, 2005 but prior to January 1, 2006	$ 29.00
On or after January 1, 2006 but prior to January 1, 2007	$ 30.00
On or after January 1, 2007 but prior to January 1, 2008	$ 31.00
On or after January 1, 2008 but prior to January 1, 2009	$ 32.00
On or after January 1, 2009 but prior to January 1, 2010	$ 33.00
On or after January 1, 2010	$ 33.00

Each Participant whose Years of Credited Service terminates after January 1, 2001, but prior to January 1, 2004 as a result of Normal Retirement, Early Retirement, Disability Retirement or Deferred Retirement, but not including a Participant whose employment terminates prior to Early Retirement eligibility, shall have their Normal, Early, Disability or Deferred Retirement benefit, as applicable, recalculated effective January 1, 2004 using a monthly benefit rate of $29.00, provided that any such recalculation shall not increase the amount of Normal, Early, Disability or Deferred Retirement benefit, as applicable, already paid to such Participant, but shall be applied solely to any Normal, Early, Disability or Deferred Retirement benefit, as applicable, payable after January 1, 2004. A Participant's monthly Normal, Early, Disability or Deferred Retirement benefit, as applicable shall be increased by $20.00 per month after the Participant attains age 65, and by an additional $20.00 per month after the Participant's spouse attains age 65.

Effective January 1, 2009, each Participant whose Years of Credited Service terminates on or after April 3, 2006, but prior to January 1, 2009 as a result of Normal Retirement, Early Retirement, Disability Retirement or Deferred Retirement, but not including a Participant whose employment terminates prior to Early Retirement eligibility, shall have their Normal, Early, Disability or Deferred Retirement benefit, as applicable, recalculated effective on the Participant's retirement anniversary date occurring in 2009 using a monthly benefit rate of $33.00, provided that any such recalculation shall not increase the amount of Normal, Early, Disability or Deferred Retirement benefit, as applicable, already paid to such Participant, but shall be applied solely to any Normal, Early, Disability or Deferred Retirement benefit, as applicable, payable after January 1, 2009.

3-6 **Early Retirement Date**

Early Retirement Date means the later of the Participant's 57th birthday and the date the Participant acquires 10 Years of Credited Service.

3-7 **Early Retirement Reduction Factor**

If a Participant's Early Retirement Benefit commences prior to age 62, the Participant's Early Retirement Benefit shall be reduced by a percentage equal to 4% multiplied by the number of years (prorated for any fraction of a year) from the Annuity Starting Date to the first day of the month following the Participant's 62nd birthday. The same reduction factor shall apply to a terminated Participant who is not Early Retirement eligible if the Participant has 10 Years of Vesting Service.

3-8 **Disability Retirement**

A Participant who has completed 10 Years of Credited Service and suffers a Total and Permanent Disability while he is an Employee and before he has attained age 62 shall be eligible for a Disability Retirement Benefit.

Total and Permanent Disability means total disability by bodily injury or disease, physical or mental, or both, sufficient to prevent the Employee from engaging in any regular occupation or employment for remuneration or profit, which disability will be

permanent and continuous during the remainder of the Employee's life; provided, however, that no Employee shall be deemed to be totally and permanently disabled for the purposes of the Plan if his incapacity consists of chronic alcoholism or addiction to narcotics, or if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom or resulted from an intentionally self-inflicted injury or resulted from service in the armed forces of any country. The existence of total and permanent disability shall be determined by the Committee on the basis of medical evidence satisfactory to it.

3-9 **Disability Retirement Benefit**

The Participant's Disability Retirement Benefit shall be determined by multiplying the fixed rate provided below in effect on the date his Total and Permanent Disability commences, multiplied by the Participant's Years of Credited Service as of such date:

Termination Date	Benefit Rate
On or after January 1, 1999 and prior to January 1, 2001	$ 50.00
On or after January 1, 2001 and prior to January 1, 2002	$ 52.00
On or after January 1, 2002 and prior to January 1, 2003	$ 54.00
On or after January 1, 2003 and prior to January 1, 2004	$ 56.00
On or after January 1, 2004 and prior to January 1, 2005	$ 58.00
On or after January 1, 2005	$ 58.00

All disability retirement benefits shall be reduced by the amount of (a) worker's compensation benefits; and (b) any present or future payments on account of injury, disease or disability under the Federal Social Security Act, as amended, or any other Federal or State law under which the Company contributes through taxes or otherwise to benefits for injury, disease or disability of Employees whether occupational or non-occupational; provided however, that the provisions of this Section 3-9 shall not operate to reduce the disability retirement benefits to less than the retirement benefits to which the Participant would have been entitled had the Participant reached the Participant's 62nd birthday at time of disability retirement.

3-10 **Normal Form of Benefit**

The normal form of benefit shall be a 50% Joint and Survivor's Annuity with the Participant's spouse as joint annuitant if he is married on the Annuity Starting Date, and an Individual Life Annuity if he is not married on the Annuity Starting Date.

3-11 **Optional Forms of Benefit**

A Participant who is eligible for an Early or Normal Retirement Benefit may, with spousal consent and in accordance with Section 6.3, waive the normal form of benefit and elect one of the optional forms which shall be the Actuarial Equivalent of the normal form of benefit.

(a) an Individual Life Annuity, if the Participant is married;

(b) a 100% or 66 - 2/3% Joint and Survivor's Annuity; or

(c) a joint and survivor's annuity pursuant to which, upon the Participant's death 50% of the amount paid to the Participant (reduced by 1% for each full year exceeding 10 by which the spouse is younger than the Participant) is paid to the Participant's spouse until the earlier of (i) the spouse's death; (ii) remarriage; or (iii) a total of 120 payments have been made to the Participant and spouse. No benefit shall be paid to the Participant's spouse if the Participant and spouse were married less than 12 months at the time of the Participant's death.

3-12 **Surviving Spouse's Benefit**

If the Participant had attained Early Retirement Date, the amount of the surviving spouse's benefit shall be 50% of the benefit the Participant would have received if the Participant had elected an Individual Life Annuity commencing on the day before the Participant's death.

If the Participant had not attained Early Retirement Date, the amount of the surviving spouse's benefit shall be equal to the survivor's benefit under the 50% Joint and Survivor's Annuity the Participant would have received if the Participant had elected such annuity commencing at age 57 or the day before the Participant's death, if later.

Monthly surviving spouse benefits payable under this Section 3-12 shall be reduced by 1% for each full year exceeding 10 years by which the surviving spouse is younger than the Participant.

SUPPLEMENTAL 4
FOOD PROCESSING MACHINERY DIVISION, HOOPESTON, ILLINOIS

4-1 **Eligible Employees**

The terms of this Supplement apply only to Eligible Employees of the FMC Corporation Food Processing Machinery Division who work in Hoopeston, Illinois and who are covered by the Collective Bargaining Agreement between the Company and the Allied Industrial Workers of America, AFL-CIO Local 985.

4-2 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the 1971 Group Annuity Table (weighted 95% male, 5% female) and 6% interest compounded annually.

4-3 **Commencement of Participation**

An Eligible Employee shall become a Participant as of the date the Participant completes 1 year of Credited Service.

4-4 **Normal Retirement Date**

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 65th birthday.

4-5 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be determined by multiplying the fixed rate provided below in effect on the date the Participant's Years of Credited Service terminate, multiplied by his Years of Credited Service:

Termination Date	Benefit Rate
On or after December 1, 1998	$ 26.00
On or after December 1, 1999	$ 30.00
On or after December 1, 2002	$ 33.00

4-6 **Early Retirement Reduction Factor**

If a Participant's Early Retirement Benefit commences prior to age 65, the Participant's Early Retirement Benefit shall be reduced by 4% for each full year between the Annuity Starting Date and the Participant's 65th birthday.

4-7 **Optional Form of Benefits**

(a) A married Participant may elect, with spousal consent and in accordance with Section 6.3, to receive the Participant's benefits in one of the following forms:

(i) an Individual Life Annuity;

(ii) a 50% joint and survivor's annuity with the Participant's Beneficiary as survivor; or

(iii) a 100% joint and survivor's annuity with the Participant's Beneficiary as survivor.

(b) An unmarried Participant who is eligible for Normal Retirement, Early Retirement or Disability Retirement Benefits may elect, in accordance with Section 6.3, to receive the Participant's benefits in one of the following forms:

(i) a 50% joint and survivor's annuity with the Participant's Beneficiary as survivor; or

(ii) a 100% joint and survivor's annuity with the Participant's Beneficiary as survivor.

4-8 **Disability Retirement**

A Participant who has completed 15 Years of Credited Service as of the date Total and Permanent Disability has endured for a period of 13 weeks shall be eligible for a Disability Retirement Benefit.

Total and Permanent Disability means a total and permanent mental or physical disability of a Participant and confirmed by medical examination of a physician selected by the Company or the Participant, and confirmed by medical examination of a physician selected by the other party, whether or not such disability arose out of or during the course of employment, of a nature preventing such Participant from engaging in any occupation for compensation for the balance of the Participant's life.

4-9 **Disability Retirement Benefit**

The Participant's Disability Retirement Benefit shall be determined pursuant to Section 3.1.2, based on the Participant's Years of Credited Service to the date of the Participant's Disability Retirement.

The Disability Retirement payment shall commence with the first day of the month immediately following the expiration of the 13-week period described in Section 4-8 of this Supplement or medical certification of disability, whichever shall be later.

Such payment shall also take into account and have deducted therefrom any benefits paid or payable, now or in the future, to the Participant by way of (a) Worker's Compensation payments; (b) public pension payments (except Social Security Disability and Military pension payments); and (c) 1/2 of any accident or health insurance benefit payment as may be provided by any program as now or in the future made available by the Company or placed in effect by any governmental authority for the benefit of Participants; however, any lump sum award under (a) and (c) above shall not be deducted. Any Participant who shall receive a Disability Retirement Benefit shall be subject to reexamination by a physician of the Company at any time the Company may so

request and if, in the opinion of the Company, the Total and Permanent Disability of the Participant shall no longer continue to exist, such Participant's right to a continuance of Disability Retirement Benefit payment shall cease. Failure or refusal of a Participant to submit to medical examination as requested by the Company shall be cause of cancellation of the Disability Retirement Benefit. Such disabled Participant shall, however, be entitled to Early or Normal Retirement benefit payments upon qualification by the Participant under the requirements set forth in Section 3.1 and Section 3.2. In no event, however, shall any Participant be entitled to receive both a Disability Retirement Benefit and an Early or Normal Retirement Benefit, it being intended that there should be no duplication of retirement benefits.

SUPPLEMENTAL 5
AIRLINE EQUIPMENT DIVISION, SAN JOSE, CALIFORNIA

5-1 **Eligible Employees**

The terms of this Supplement apply only to individuals participating in the FMC Corporation Retirement Plan for San Jose Commercial Segment Hourly Employees ("Prior Plan") on the Freeze Date who were a part of the Airline Equipment Division and who have not yet received a full distribution of their benefit under such Prior Plan as of the Effective Date ("Participant").

5-2 **Freeze Date**

Effective July 28, 1982 ("Freeze Date"), the Participants had their benefits in the Prior Plan frozen as a result of the closure of the Airline Equipment Division in San Jose, California. No new Participants entered the Prior Plan after the Freeze Date, and no benefits accrued to Participants under the Prior Plan after the Freeze Date.

5-3 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the 1951 Group Annuity Mortality Table and 3.5% interest compounded annually.

5-4 **Normal Retirement Date**

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 65th birthday.

5-5 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be the Participant's monthly normal retirement benefit accrued under the Prior Plan as of the Freeze Date.

5-6 **Early Retirement Date**

Early Retirement Date means the later of the Participant's 55th birthday and the date the Participant acquires 10 Years of Vesting Service.

5-7 **Early Retirement Reduction Factor**

If a Participant's Early Retirement Benefit commences prior to age 65, the Participant's Early Retirement Benefit shall be reduced by 5/12 of 1% for each month between his Annuity Starting Date and the Participant's 65th birthday.

5-8 **Termination Benefits Reduction Factor**

If a Participant's Termination Benefit commences prior to age 65, the Participant's Termination Benefit shall be reduced to the Actuarial Equivalent of the Participant's basic benefit in accordance with Tables A or B attached hereto.

Based on Age of Participant on Commencement of Early Retirement Benefit

MALE PARTICIPANT (Table A)

YEARS	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	44.74%	45.01%	45.28%	45.56%	45.83%	46.10%	46.37%	46.64%	46.91%	47.19%	47.46%	47.73%
56	48.00	48.30	48.60	48.90	49.20	49.50	49.80	50.09	50.39	50.69	50.99	51.29
57	51.59	51.92	52.25	52.58	52.91	53.24	53.57	53.91	54.24	54.57	54.90	55.23
58	55.56	55.93	56.30	56.66	57.03	57.40	57.77	58.13	58.50	58.87	59.24	59.60
59	59.97	60.38	60.79	61.19	61.60	62.01	62.42	62.83	63.24	63.64	64.05	64.46
60	64.87	65.33	65.78	66.24	66.69	67.15	67.60	68.06	68.52	68.97	69.43	69.88
61	70.34	70.85	71.36	71.88	72.39	72.90	73.41	73.92	74.43	74.95	75.46	75.97
62	76.48	77.06	77.63	78.21	78.78	79.36	79.93	80.51	81.08	81.66	82.23	82.81
63	83.38	84.03	84.68	85.32	85.97	86.62	87.27	87.92	88.57	89.21	89.86	90.51
64	91.16	91.90	92.63	93.37	94.11	94.84	95.58	96.32	97.05	97.79	98.53	99.26

FEMALE PARTICIPANT (Table B)

YEARS	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	49.50%	49.76%	50.03%	50.29%	50.56%	50.82%	51.09%	51.35%	51.61%	51.88%	52.14%	52.41%
56	52.67	52.96	53.25	53.54	53.83	54.12	54.41	54.69	54.98	55.27	55.56	55.85
57	56.14	56.46	56.77	57.09	57.40	57.72	58.03	58.35	58.66	58.98	59.29	59.61
58	59.92	60.27	60.61	60.96	61.31	61.65	62.00	62.35	62.69	63.04	63.39	63.73
59	64.08	64.46	64.84	65.22	65.60	65.98	66.36	66.74	67.12	67.50	67.88	68.26
60	68.64	69.06	69.48	69.90	70.32	70.74	71.16	71.57	71.99	72.41	72.83	73.25
61	73.67	74.13	74.60	75.06	75.53	75.99	76.46	76.92	77.38	77.85	78.31	78.78
62	79.24	79.76	80.27	80.79	81.30	81.82	82.33	82.85	83.36	83.88	84.39	84.91
63	85.42	85.99	86.57	87.14	87.72	88.29	88.87	89.44	90.01	90.59	91.16	91.74
64	92.31	92.95	93.59	94.23	94.87	95.51	96.15	96.80	97.44	98.08	98.72	99.36

SUPPLEMENTAL 6
FOOD PROCESSING MACHINERY DIVISION, SAN JOSE, CALIFORNIA

6-1 **Eligible Employees**

The terms of this Supplement apply only to individuals participating in the FMC Corporation Retirement Plan for San Jose Commercial Segment Hourly Employees ("Prior Plan") on the Freeze Date who were a part of the Food Processing Division and who have not yet received a full distribution of their benefit under such Prior Plan as of the Effective Date ("Participant").

6-2 **Freeze Date**

Effective December 31, 1980 ("Freeze Date"), the Participants had their benefits in the Prior Plan frozen. No new Participants entered the Prior Plan after the Freeze Date, and no benefits accrued to any Participants under the Prior Plan after the Freeze Date.

6-3 **Actuarial Equivalent**

Actuarial Equivalent, other than for purposes of Section 12.8 of the Plan, shall be determined based on the 1951 Group Annuity Mortality Table and 3.5% interest compounded annually.

6-4 **Normal Retirement Date**

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 65th birthday.

6-5 **Normal Retirement Benefit**

A Participant's monthly Normal Retirement Benefit shall be the Participant's monthly normal retirement benefit accrued under the Prior Plan as of the Freeze Date.

6-6 **Early Retirement Date**

Early Retirement Date means the later of the Participant's 55th birthday and the date the Participant acquires 15 Years of Vesting Service.

6-7 **Early Retirement Reduction Factor**

If a Participant's Early Retirement Benefit commences prior to age 65, the Participant's Early Retirement Benefit shall be reduced to the Actuarial Equivalent of the Participant's Normal Retirement Benefit in accordance with Tables A or B attached hereto.

6-8 **Termination Benefits Reduction Factor**

Based on Age of Participant on Commencement of Early Retirement Benefit

MALE PARTICIPANT (Table A)

YEARS	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	44.74%	45.01%	45.28%	45.56%	45.83%	46.10%	46.37%	46.64%	46.91%	47.19%	47.46%	47.73%
56	48.00	48.30	48.60	48.90	49.20	49.50	49.80	50.09	50.39	50.69	50.99	51.29
57	51.59	51.92	52.25	52.58	52.91	53.24	53.57	53.91	54.24	54.57	54.90	55.23
58	55.56	55.93	56.30	56.66	57.03	57.40	57.77	58.13	58.50	58.87	59.24	59.60
59	59.97	60.38	60.79	61.19	61.60	62.01	62.42	62.83	63.24	63.64	64.05	64.46
60	64.87	65.33	65.78	66.24	66.69	67.15	67.60	68.06	68.52	68.97	69.43	69.88
61	70.34	70.85	71.36	71.88	72.39	72.90	73.41	73.92	74.43	74.95	75.46	75.97
62	76.48	77.06	77.63	78.21	78.78	79.36	79.93	80.51	81.08	81.66	82.23	82.81
63	83.38	84.03	84.68	85.32	85.97	86.62	87.27	87.92	88.57	89.21	89.86	90.51
64	91.16	91.90	92.63	93.37	94.11	94.84	95.58	96.32	97.05	97.79	98.53	99.26

FEMALE PARTICIPANT (Table B)

YEARS	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	49.50%	49.76%	50.03%	50.29%	50.56%	50.82%	51.09%	51.35%	51.61%	51.88%	52.14%	52.41%
56	52.67	*52.96*	53.25	*53.54*	53.83	54.12	54.41	54.69	54.98	*55.27*	55.56	55.85
57	56.14	56.46	56.77	57.09	57.40	57.72	58.03	58.35	58.66	58.98	59.29	59.61
58	59.92	60.27	60.61	60.96	61.31	61.65	62.00	62.35	62.69	63.04	63.39	63.73
59	64.08	64.46	64.84	65.22	65.60	65.98	66.36	66.74	67.12	67.50	67.88	68.26
60	68.64	69.06	69.48	69.90	70.32	70.74	71.16	71.57	71.99	72.41	72.83	73.25
61	73.67	74.13	74.60	75.06	75.53	75.99	76.46	76.92	77.38	77.85	78.31	78.78
62	79.24	79.76	80.27	80.79	81.30	81.82	82.33	82.85	83.36	83.88	84.39	84.91
63	85.42	85.99	86.57	87.14	87.72	88.29	88.87	89.44	90.01	90.59	91.16	91.74
64	92.31	92.95	93.59	94.23	94.87	95.51	96.15	96.80	97.44	98.08	98.72	99.36

Exhibit 10.6.e

FIRST AMENDMENT OF
FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART II UNION HOURLY EMPLOYEES' RETIREMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan, as amended and restated effective January 1, 2002 (the "Plan");

WHEREAS, the Company now deems it necessary and desirable to amend the Plan in certain respects to comply with the terms of the IRS favorable determination letter issued on November 6, 2009;

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

NOW, THEREFORE, by virtue and in exercise of the powers reserved to the Company under Section 11.1 Plan Amendment or Termination of the Plan, the Plan is hereby amended in the following respects:

1. Effective January 1, 2002, Section 3.5.1 of the Plan is hereby amended to add a new subsection (vii) which shall read as follows:

(vii) For purposes of this Section 3.5.1, the term "compensation" means compensation as defined in Code Section 415(c)(3) and the term "monthly compensation" means compensation divided by 12.

2. Effective January 1, 2002, the term "Present Value" set forth in Section 13.1 is hereby amended to replace the phrase "separation from service" with the phrase "severance from employment."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 2nd day of February, 2010.

FMC Technologies, Inc.

By: /S/ MARYANN T. SEAMAN
Its: **Vice President, Administration**

Exhibit 10.6.f

SIXTH AMENDMENT OF
FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART II UNION HOURLY EMPLOYEES' RETIREMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan (the "Plan");

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

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

NOW, THEREFORE, by virtue and in exercise of the powers reserved to the Company under Section 11.1 Plan Amendment or Termination of the Plan, the Plan is hereby amended in the following respects:

1. Effective January 1, 2009, unless an earlier date is specifically set forth below, Section 2.4 of the Plan is hereby amended in its entirety to read as follows:

2.4 **Special Rules Relating to Veterans' Reemployment Rights.**

(a) General Rule. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to "qualified military service" will be provided in accordance with Section 414(u) of the Code. "Qualified military service" means any service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

(b) Differential Wage Payments. An individual receiving a differential wage payment, as defined by Section 3401(h)(2) of the Code, is treated as an Employee of the Participating Employer making the payment and the differential wage payment is treated as earnings under the Plan.

The Plan is not treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code due to any contribution or benefit which is based on the differential wage payment provided that all Employees of the Participating Employer are entitled to receive differential wage payments, and to make contributions based on such payments, on reasonably equivalent terms.

(c) Death During Qualified Military Service. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

2. Effective January 1, 2010, Section 10.10 is hereby added to the Plan to read as follows:

10.10 Funding Based Benefit Restrictions

This Section 10.10 shall apply to Plan Years beginning on or after January 1, 2008. Notwithstanding anything in this Section 10.10 to the contrary, Section 436 of the Code, applicable Treasury regulations and other IRS guidance promulgated under or with respect to Section 436 of the Code shall be incorporated herein by reference.

(a) Unpredictable Contingent Event Benefits

(1) In General. If a Participant is entitled to an "unpredictable contingent event benefit" during any Plan Year, then such benefit may not be provided if the "adjusted funding target attainment percentage" for such Plan Year: (A) is less than sixty percent (60%); or (B) would be less than sixty percent (60%) percent taking into account such event.

(2) Exception. Section 10.10(a)(1) shall not apply with respect to any Plan Year, effective as of the first day of the Plan Year, upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to:

(A) in the case of Section 10.10(a)(1)(A) above, the amount of the increase in the funding target of the Plan (under Section 430 of the Code) for the Plan Year that is attributable to the unpredictable contingent event; and

(B) in the case of Section 10.10(a)(1)(B) above, the amount sufficient to result in an adjusted funding target attainment percentage of sixty percent (60%).

(3) Unpredictable contingent event benefit defined. For purposes of this Section 10.10, the term "unpredictable contingent event benefit" means any benefit payable solely by reason of:

(A) a plant shutdown (or similar event, as determined by the Secretary of the Treasury), or

(B) an event other than death, disability, the attainment of any age, performance of any service, or receipt of any compensation.

(b) Limitations on Plan Amendments Increasing Benefits Liability

(1) In general. No amendment which has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable may take effect during any Plan Year if the "adjusted funding target attainment percentage" for such Plan Year is:

(A) less than eighty percent (80%), or

(B) would be less than eighty percent (80%) taking into account such amendment.

(2) Exception. Section 10.10(b)(1) above shall cease to apply with respect to any Plan Year, effective as of the first day of the Plan Year (or if later, the effective date of the amendment), upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to:

(A) in the case of Section 10.10(b)(1)(A) above, the amount of the increase in the funding target of the Plan (under Section 430 of the Code) for the Plan Year attributable to the amendment, and

(B) in the case of Section 10.10(b)(1)(B) above, the amount sufficient to result in an "adjusted funding target attainment percentage" of eighty percent (80%).

(3) Exception for certain benefit increases. Section 10.10(b)(1) shall not apply to any amendment which provides for an increase in benefits under a formula which is not based on a Participant's compensation, but only if the rate of such increase is not in excess of the contemporaneous rate of increase in average wages of Participants covered by the amendment.

(c) Limitations on Accelerated Benefit Distributions

(1) Funding percentage less than sixty percent (60%). If the Plan's "adjusted funding target attainment percentage" for a Plan Year is less than sixty percent (60%), then the Plan may not pay any "prohibited payment" after the valuation date for the Plan Year.

(2) Bankruptcy. During any period in which the Participating Employer is a debtor in a case under Title 11, United States Code, or similar Federal or State law, the Plan may not pay any "prohibited payment." The preceding sentence shall not apply on or after the date on which the enrolled actuary of the Plan certifies that the "adjusted funding target attainment percentage" of the Plan is not less than one hundred percent (100%).

(3) Limited payment if percentage at least sixty percent (60%) but less than eighty percent (80%) percent.

(A) In general. If the Plan's "adjusted funding target attainment percentage" for a Plan Year is sixty percent (60%) or greater but less than eighty percent (80%), then the Plan may not pay any "prohibited payment" after the valuation date for the Plan Year to the extent the amount of the payment exceeds the lesser of:

(i) fifty percent (50%) of the amount of the payment which could be made without regard to this subsection, or

(ii) the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Section 417(e) of the Code) of the maximum guarantee with respect to the Participant under ERISA Section 4022.

(B) One-time application.

(i) In general. Only one "prohibited payment" meeting the requirements of Section 10.10(c)(3) may be made with respect to any Participant during any period of consecutive Plan Years to which the limitations under either Section 10.10(c)(1), (2) or (3) applies.

(ii) Treatment of Beneficiaries. For purposes of this subparagraph, a Participant and any Beneficiary (including an alternate payee, as defined in Section 414(p)(8) of the Code) shall be treated as one Participant. If the accrued benefit of a Participant is allocated to such an alternate payee and one or more other persons, the amount under Section 10.10(c)(3)(A) shall be allocated among such persons in the same manner as the accrued benefit is allocated unless the qualified domestic relations order (as defined in Section 414(p)(1)(A) of the Code) provides otherwise.

(4) Exception. This subsection shall not apply for any Plan Year if the terms of the Plan (as in effect for the period beginning on September 1, 2005, and ending with such Plan Year) provide for no benefit accruals with respect to any Participant during such period.

(5) "Prohibited payment." For purposes of this subsection, the term "prohibited payment" means:

(A) any payment, in excess of the monthly amount paid under a single life annuity (plus any Social Security supplements described in the last sentence of Section 411(a)(9) of the Code), to a Participant or Beneficiary whose Annuity Starting Date occurs during any period in which a limitation under Section 10.10(c)(1) or (2) is in effect,

(B) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, and

(C) any other payment specified by the Secretary by Regulations.

Such term shall not include the payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.

(d) Benefit Accrual Limits for Plans with Severe Funding Shortfalls

(1) In general. If the Plan's "adjusted funding target attainment percentage" for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan shall cease as of the valuation date for the Plan Year.

(2) Exception. Section 10.10(d)(1) shall cease to apply with respect to any Plan Year, effective as of the first day of the Plan Year, upon payment by the Participating Employer of a contribution (in addition to any minimum required contribution under Section 430 of the Code) equal to the amount sufficient to result in an "adjusted funding target attainment percentage" of sixty percent (60%).

(3) Temporary modification of limitation. In the case of the first Plan Year beginning during the period beginning on October 1, 2008, and ending on September 30, 2009, the provisions of Section 10.10(d)(1) above shall be applied by substituting the Plan's "adjusted funding target attainment percentage" for the preceding Plan Year for such percentage for such Plan Year, but only if the "adjusted funding target attainment percentage" for the preceding year is greater.

(e) Contributions Required to Avoid Benefit Limitations

(1) Security may be provided:

(A) In general. For purposes of this section, the "adjusted funding target attainment percentage" shall be determined by treating as an asset of the Plan any security provided by the Participating Employer in a form meeting the requirements of Section 10.10(e)(1)(B).

(B) Form of security. The security required under Section 10.10(e)(1)(A) shall consist of:

(i) a bond issued by a corporate surety company that is an acceptable surety for purposes of ERISA Section 412,

(ii) cash, or United States obligations which mature in three (3) years or less, held in escrow by a bank or similar financial institution, or

(iii) such other form of security as is satisfactory to the Secretary and the parties involved.

(C) Enforcement. Any security provided under Section 10.10(e)(1)(A) may be perfected and enforced at any time after the earlier of:

(i) the date on which the Plan terminates,

(ii) if there is a failure to make a payment of the minimum required contribution for any Plan Year beginning after the security is provided, the due date for the payment under Section 430(j) of the Code, or

(iii) if the "adjusted funding target attainment percentage" is less than sixty percent (60%) for a consecutive period of 7 years, the valuation date for the last year in the period.

(D) Release of security. The security shall be released (and any amounts thereunder shall be refunded together with any interest accrued thereon) at such time as the Secretary may prescribe in Regulations, including Regulations for partial releases of the security by reason of increases in the "adjusted funding target attainment percentage."

(2) Prefunding balance or funding standard carryover balance may not be used. No prefunding balance or funding standard carryover balance under Section 430(f) of the Code may be used under Section 10.10(a), (b), or (d) to satisfy any payment a Participating Employer may make under any such subsection to avoid or terminate the application of any limitation under such subsection.

(3) Deemed reduction of funding balances:

(A) In general. Subject to Section 10.10(e)(3)(C), in any case in which a benefit limitation under Section 10.10(a), (b), (c), or (d) would (but for this subparagraph and determined without regard to Section 10.10(a)(2), (b)(2), or (d)(2)) apply to such Plan for the Plan Year, the Participating

Employer shall be treated for purposes of this title as having made an election under Section 430(f) of the Code to reduce the prefunding balance or funding standard carryover balance by such amount as is necessary for such benefit limitation to not apply to the Plan for such Plan Year.

(B) Exception for insufficient funding balances. Section 10.10(e)(3)(A) shall not apply with respect to a benefit limitation for any Plan Year if the application of Section 10.10(e)(3)(A) would not result in the benefit limitation not applying for such Plan Year.

(C) Restrictions of certain rules to collectively bargained plans. With respect to any benefit limitation under Section 10.10(a), (b) or (d), Section 10.10(e)(3)(A) shall only apply in the case of a plan maintained pursuant to one or more collectively bargained agreements between employer representatives and one or more employers.

(f) Presumed Underfunding for Purposes of Benefit Limitations

(1) Presumption of continued underfunding. In any case in which a benefit limitation under Section 10.10(a), (b), (c), or (d) has been applied to a Plan with respect to the Plan Year preceding the current Plan Year, the "adjusted funding target attainment percentage" of the Plan for the current Plan Year shall be presumed to be equal to the "adjusted funding target attainment percentage" of the Plan for the preceding Plan Year until the enrolled actuary of the Plan certifies the actual "adjusted funding target attainment percentage" of the Plan for the current Plan Year.

(2) Presumption of underfunding after 10th month. In any case in which no certification of the "adjusted funding target attainment percentage" for the current Plan Year is made with respect to the Plan before the first day of the 10th month of such year, for purposes of Sections 10.10(a), (b), (c), and (d), such first day shall be deemed, for purposes of such subsection, to be the valuation date of the Plan for the current Plan Year and the Plan's "adjusted funding target attainment percentage" shall be conclusively presumed to be less than sixty percent (60%) as of such first day.

(3) Presumption of underfunding after 4th month for nearly underfunded plans. In any case in which:

(A) a benefit limitation under Section 10.10(a), (b), (c), or (d) did not apply to a Plan with respect to the Plan Year preceding the current Plan Year, but the "adjusted funding target attainment percentage" of the Plan for such preceding Plan Year was not more than ten (10) percentage points greater than the percentage which would have caused such subsection to apply to the Plan with respect to such preceding Plan Year, and

(B) as of the first day of the 4th month of the current Plan Year, the enrolled actuary of the Plan has not certified the actual "adjusted funding target attainment percentage" of the Plan for the current Plan Year, until the enrolled actuary so certifies, such first day shall be deemed, for purposes of such subsection, to be the valuation date of the Plan for the current Plan Year and the "adjusted funding target attainment percentage" of the Plan as of such first day shall, for purposes of such subsection, be presumed to be equal to ten (10) percentage points less than the "adjusted funding target attainment percentage" of the Plan for such preceding Plan Year.

(g) Treatment of Plan as of Close of Prohibited or Cessation Period. The following provisions apply for purposes of applying this Section.

(1) Operation of Plan after period. Payments and accruals will resume effective as of the day following the close of the period for which any limitation of payment or accrual of benefits under Section 10.10(e) or (f) applies.

(2) Treatment of affected benefits. Nothing in this subsection shall be construed as affecting the Plan's treatment of benefits which would have been paid or accrued but for this Section.

(h) Definitions.

(1) The term "funding target attainment percentage" has the same meaning given such term by Section 430(d)(2) of the Code, except as otherwise provided herein. However, in the case of Plan Years beginning in 2008, the "funding target attainment percentage" for the preceding Plan Year may be determined using such methods of estimation as the Secretary may provide.

(2) The term "adjusted funding target attainment percentage" means the "funding target attainment percentage" which is determined under Section 10.10(h)(1) by increasing each of the amounts under subparagraphs (A) and (B) of Section 430(d)(2) of the Code by the aggregate amount of purchases of annuities for employees other than highly compensated employees (as defined in Code Section 414(q)) which were made by the Plan during the preceding two (2) Plan Years.

(3) Application to plans which are fully funded without regard to reductions for funding balances.

(A) In general. In the case of a Plan for any Plan Year, if the "funding target attainment percentage" is one hundred percent (100%) or more (determined and without regard to the reduction in the value of assets under Section 430(f)(4) of the Code), the "funding target attainment percentage" for purposes of Sections 10.10(h)(1) and (2) shall be determined without regard to such reduction.

(B) Transition rule. Section 10.10(h)(3)(A) shall be applied to Plan Years beginning after 2007 and before 2011 by substituting for "one hundred percent (100%)" the applicable percentage determined in accordance with the following table:

In the case of a Plan Year beginning in calendar year:	The applicable percentage is:
2008	92%
2009	94%
2010	96%

(c) Section 10.10(h)(3)(B) shall not apply with respect to any Plan Year beginning after 2008 unless the "funding target attainment percentage" (determined without regard to the reduction in the value of assets under Section 430(f)(4) of the Code) of the Plan for each preceding Plan Year beginning after 2007 was not less than the applicable percentage with respect to such preceding Plan Year determined under Section 10.10(h)(3(B).

(i) Compliance with Section 436 of the Code. The provisions of this Section 10.10 shall be interpreted in a manner consistent with Section 436 of the Code, applicable Treasury regulations and other IRS guidance promulgated under or with respect to Section 436 of the Code and, as stated above, such regulations and guidance, together with Section 436 of the Code, are incorporated herein by reference.

3. Effective January 1, 2007, Section 12.10(a) of the Plan is hereby amended by adding the following to the end thereto:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2007, a Participant may also elect to make a direct rollover of after-tax employee contributions to a qualified plan or to a 403(b) plan that agrees to separately account for such amounts.

4. Effective January 1, 2008, Section 12.10(b) of the Plan is hereby amended by adding the following to the end thereto:

For distributions made on or after January 1, 2008, an "eligible retirement plan" shall also include a Roth IRA defined in Section 408A(b) of the Code.

5. Effective January 1, 2010, Section 12.10(c) is hereby amended by adding the following paragraph to the end thereto:

Effective January 1, 2010, and notwithstanding any provision herein to the contrary, with respect to any portion of a distribution from the Plan of a deceased Employee, an individual who is the designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Employee and who is not the surviving spouse of the Employee shall be permitted to make a direct trustee-to-trustee transfer of the distribution to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) established for the purposes of receiving the distribution on behalf of such designated Beneficiary. In such event, the transfer shall be treated as an "eligible rollover distribution," the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)) and Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such individual retirement plan.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 22nd day of December 2009.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

Exhibit 10.7

FMC Technologies, Inc.

Salaried Employees' Equivalent Retirement Plan

As Amended and Restated, Effective January 1, 2009

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FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan

Section 1. Establishment and Purposes of the Plan. The FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan (the "Plan"), as established effective May 1, 2001 by FMC Technologies, Inc., a Delaware corporation ("Company"), is hereby amended and restated effective January 1, 2009. The purpose of the Plan is to provide employees of the Company and its affiliated companies that have adopted the Plan (each such company an "Employer") with the retirement benefits they would have received under the Part I – Salaried and Non-Union Hourly Employee' Retirement Plan of the FMC Technologies, Inc. Employees' Retirement Program (the "Salaried Retirement Plan"), but for the limitations of Sections 401(a)(17) and 415 of the Internal Revenue Code of 1986, as amended (the "Code"), and but for the fact that amounts an employee defers under the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan ("Non-Qualified Savings Plan") are not pensionable earnings under the Salaried Retirement Plan.

The Company intends for the Plan to comply in operation with Code Section 409A on and after January 1, 2005 and to comply in documentational form on and after January 1, 2009.

Section 2. Participants. An employee of any Employer who is an active participant in the Salaried Retirement Plan will become a "Participant" on the day he or she becomes entitled to an Excess Benefit under Section 3. Once an individual is a Participant, he or she will remain a Participant until his or her entire Excess Benefit has been paid.

Section 3. Excess Benefit. Each employee of an Employer who is an active participant in the Salaried Retirement Plan will be entitled to receive an "Excess Benefit" equal to the amount, if any, by which his or her accrued benefit under the Salaried Retirement Plan is reduced:

(a) to comply with the limitations of Code Section 415;

(b) because his or her pensionable earnings exceed the annual compensation limit under Code Section 401(a)(17), as adjusted; and

(c) because deferred compensation is not included in the definition of pensionable earnings under the Salaried Retirement Plan.

Section 4. Funding. The amount of a Participant's Excess Benefit, if any, will be determined at the time the Participant becomes entitled to receive a retirement benefit under the Salaried Retirement Plan, or at another time determined by the Committee (as defined in Section 8) in its sole discretion, according to rules of uniform application. Neither the Company nor any Employer is required to segregate on its books or elsewhere any amount to be used to pay Excess Benefits, and no accounts will be maintained for Participants under the Plan. This Plan will be unfunded, and Excess Benefits will be payable only from the general assets of the Company or any Employer. Each Participant has only the rights of an unsecured creditor of the Company or any Employer, as to his or her Excess Benefit.

Section 5. Establishment of Trust. The Company has established a rabbi trust in order to accumulate assets to pay Plan obligations, which is an irrevocable trust subject to the jurisdiction of U.S. federal courts that may hold an insurance contract or contracts and/or such other assets as determined by the Company. The assets and income of the trust will be subject to the claims of the Company's creditors in the event of the Company's bankruptcy or insolvency. The establishment or maintenance of the trust will not affect the Company's liability to pay Excess Benefits, except that the liability shall be reduced to the extent assets of the trust are used to pay Excess Benefits. A Participant will have no claim in any asset of the trust, or in specific assets of the Company or any Employer, and will have the status of a general unsecured creditor for any amounts due under this Plan.

Section 6. Payment of Excess Benefit. A Participant's Excess Benefit shall be paid pursuant to this Section 6. A Participant's Excess Benefit will be paid to such Participant according to the form of payment elected by such Participant, which form may be either (a) a lump sum or (b) monthly installments over a period of five (5) years, such payment(s) to commence no later than 90 days following the Participant's separation from service for any reason. The actuarial factors and assumptions provided in Section 7 shall be used in determining the actuarial equivalent present value of any benefit.

Upon initial participation in the Plan, a Participant shall have until January 31 of the calendar year following the calendar year in which the Participant commences participation in the Plan pursuant to Section 2 to make an initial election with respect to the form of payment. Absent a valid form of payment election, a Participant shall receive payment of his or her Excess Benefit in the form of a lump sum as soon as administratively possible, but in any event no later than 90 days following separation from service for any reason. In the event of the Participant's death prior to the commencement of payment, and notwithstanding a Participant's election to the contrary, payment shall be made in the form of a lump sum, such lump sum to be paid to the Participant's beneficiary as designated pursuant to a valid beneficiary designation form filed with the Plan ("Beneficiary") within 90 days following death. Notwithstanding the foregoing, except for payments made upon separation from service due to death, no payments shall be made to a Participant who is a "specified employee" (as defined in Code Section 409A) of the Company or any Employer (regardless of whether such Employer has adopted the Plan) until on or after the first day of the seventh calendar month following the Participant's separation from service.

Notwithstanding the above to the contrary, a Participant may elect to have his or her Excess Benefit paid in a form other than as initially elected above, provided that:

(a) Such election shall not take effect until at least 12 months after the date on which the election is made;

(b) The first such payment must be deferred for a period of not less than five years from the date such payment would otherwise have commenced; and

(c) Such election shall not be effective if made less than 12 months prior to the date the payment is otherwise scheduled to commence.

With respect to payments made in installments, the balance of such installments that remain to be paid shall be credited with interest based on the interest rate used to calculate actuarial equivalent present values set forth in Section 7.

Notwithstanding the general distribution election rules under Code Section 409A or the above to the contrary, pursuant to the transition rules set forth in Treasury regulations promulgated pursuant to Code Section 409A and other IRS guidance issued in connection with Code Section 409A thereto, a Participant shall be permitted to make a new payment election with respect to the form of payment of the Participant's Excess Benefit, provided, such election (1) is made on or before December 31, 2005, December 31, 2006, December 31, 2007 or December 31, 2008, as applicable, (2) shall apply only to amounts that would not otherwise be payable in 2005, 2006, 2007 or 2008, respectively, and (3) shall not cause an amount to be paid in 2005, 2006, 2007 or 2008, respectively, that would not otherwise be payable in such year.

Section 7. Actuarial Equivalent Benefit.

Conversion of a Participant's Excess Benefit will be based on the 1994 Group Annuity Reserving Table (weighted 50% male and 50% female, projected to 2002 using Scale AA), or the applicable mortality table prescribed under Code Section 417(e)(3) or other guidance of general applicability issued thereunder, and the lesser of 6% interest or the 30-year Treasury rate for November of the preceding Plan Year.

Section 8. Administration of the Plan. This Plan will be administered by the Company or, as delegated by the Board, by the FMC Technologies, Inc. Employee Welfare Benefits Plan Committee (the "Committee"). The Committee has all necessary power to administer the Plan, including the authority and duty to interpret and apply the Plan's terms, adopt any rules or regulations the Committee deems necessary or desirable to operate the Plan, make whatever determinations are permitted or required to maintain or administer the Plan and take any other actions that prove necessary to administer the Plan properly, in accordance with its terms. Any decision of the Committee as to any matter within its authority will be final, binding and conclusive upon the Company, each Employer, and each Participant, former Participant, Beneficiary or other person claiming under or through any Participant or Beneficiary. An action of the Committee regarding a particular Participant will not be binding on the Committee regarding an action to be taken as to any other Participant. A member of the Committee may be a Participant, but he or she may not participate in any decision that directly affects his or her rights under the Plan, or the computation of his or her Excess Benefit. Each determination required or permitted under the Plan will be made by the Committee in its sole and absolute discretion. The Committee may delegate some or all of its Plan duties or responsibilities.

Section 9. Amendment and Termination. The Company may amend or terminate the Plan by action of its Board of Directors, or by action of a committee authorized by the Company's Board of Directors to amend the Plan. Any Employer may terminate its participation in the Plan at any time by appropriate action, in its discretion. The Plan will automatically terminate as to any Employer upon termination of the Employer's participation in the Salaried Retirement Plan. No amendment or termination of the Plan shall, without the express written consent of the affected current or former Participant or Beneficiary, reduce or alter any benefit entitlement (as defined below) of such Participant or Beneficiary. The benefit entitlement of any Participant or Beneficiary whose Excess Benefit payments shall have commenced on a date prior to or coincident with the date of a Plan termination or amendment shall be the amount and form of payment hereunder in effect at the time of such termination or amendment. The benefit entitlement of any other Participant or Beneficiary at such time shall be the Participant's accrued Excess Benefit as calculated pursuant to Sections 6 and 7 which may not be paid immediately but only at employment termination according to Section 6. Any amendment or termination of the Plan shall be done in a manner so as to comply with Section 409A of the Code, related Treasury regulations and any other IRS guidance promulgated thereunder.

Section 10. Employment. Nothing in this Plan will be deemed to give any person the right to remain in the employ of the Company, any Employer or any of its affiliates, or affect the right of the Company, any Employer or any of its affiliates to terminate or change the terms of any Participant's employment, with or without cause. By accepting any payment under this Plan, each Participant, former Participant and Beneficiary and each person claiming under or through a Participant, former Participant or Beneficiary, is conclusively bound by any action or decision taken or made under the Plan by the Committee, the Company or any Employer.

Section 11. Withholding for Taxes. Notwithstanding anything contained in this Plan to the contrary, any Employer will withhold from any distribution or deferral under the Plan whatever amount or amounts it is required to withhold to comply with the tax withholding provisions of the Code or any state income tax act for purposes of paying any income, estate, inheritance, employment or other tax attributable to any amounts distributable under the Plan.

Section 12. Immunity of Committee Members. The members of the Committee may rely upon any information, report or opinion supplied to them by any officer of an Employer or any legal counsel, independent public accountant or actuary, and will be fully protected in relying on any such information, report or opinion. No member of the Committee will have any liability to the Company, any Employer or any Participant, former Participant, Beneficiary, person claiming under or through any Participant or Beneficiary, or other person interested or concerned in connection with any Plan decision made by that member of the Committee, so long as the decision was based on any such information, report or opinion, and the Committee member relied on it in good faith.

Section 13. Action by Employer. Any action required or permitted to be taken under the Plan by an Employer must be taken by its board of directors, by a duly authorized committee of its board of directors, or by a person or persons authorized by its board of directors or an authorized committee.

Section 14. Effect on Other Employee Benefit Plans. Benefits accrued under this Plan will not be included in the Participant's compensation or earnings for purposes of computing benefits under any other employee benefit plan maintained or contributed to by the Company or any Employer, except as and to the extent required under the terms of that employee benefit plan or applicable law.

Section 15. Non-Alienation of Benefits. A Participant's rights to Excess Benefits under the Plan cannot be granted, transferred, pledged or otherwise assigned, in whole or in part, by the voluntary or involuntary acts of any person, or by operation of law, and will not be liable or taken for any obligation of the Participant. Any attempted grant, transfer, pledge or assignment of a Participant's rights to an Excess Benefit will be null and void and without any legal effect.

Section 16. Employer Liability. Each Employer is liable to pay the Excess Benefits earned or accrued for its eligible employees who are Participants. With the consent of the Company's Board of Directors (or of a duly appointed delegate of the Board of Directors), any Employer may assume any other Employer's Plan liabilities and obligations. To the extent that an Employer assumes another Employer's Plan liabilities or obligations, the second Employer will be released from any continuing obligation under the Plan. At the Company's request, a Participant, former Participant or Beneficiary will sign any documents reasonably required by the Company to effectuate the purposes of this Section 16; provided that Participant's Excess Benefits are not adversely affected.

Section 17. Notices. Any notice required to be given by the Company, an Employer or the Committee must be in writing and must be delivered in person, by registered mail, return receipt requested, or by regular mail, telecopy or electronic mail. Any notice given by mail will be deemed to have been given on the date it was mailed, correctly addressed to the last known address of the person to whom the notice is to be given.

Section 18. Gender, Number and Headings. Except where the context otherwise requires, in this Plan the masculine gender includes the feminine, the feminine includes the masculine, the singular includes the plural, and the plural includes the singular. Headings are inserted for convenience only, are not part of the Plan, and are not to be considered in the Plan's construction.

Section 19. Controlling Law. The Plan will be construed according to the internal Laws of Delaware to the extent they are not preempted by any applicable federal law.

Section 20. Successors. The Plan is binding on all persons entitled to Excess Benefits under it, on their respective heirs and legal representatives, on the Committee and its successor, and on the Company and any Employer and their successors, whether by way of merger, consolidation, purchase or otherwise.

Section 21. Severability. If any provision of the Plan is held to be illegal or invalid for any reason, that illegality or invalidity will not affect the remaining provisions of the Plan, and the Plan will be enforced and administered, from that point forward, as if the invalid provisions had never been part of it.

Section 22. Subsequent Changes. All Excess Benefits to which any Participant, Beneficiary or other person is entitled under this Plan will be determined according to the terms of the Plan as in effect when the Participant ceases to be an employee for purposes of the Salaried Retirement Plan, and will not be affected by any subsequent changes in Plan provisions, unless the Participant again becomes an employee, or unless and to the extent the subsequent change expressly applies to the Participant, his or her Beneficiary, or other person claiming through or on behalf of the Participant or Beneficiary.

Section 23. Benefits Payable to Minors, Incompetents and Others. If any Excess Benefit is payable to a minor, an incompetent, or a person otherwise under a legal disability, or to a person the Committee reasonably believes to be physically or mentally incapable of handling and disposing of his or her property, the Committee has the power to apply all or any part of the Excess Benefit directly to the care, comfort, maintenance, support, education or use of the person, or to pay all or any part of the Excess Benefit to the person's parent, guardian, committee, conservator or other legal representative, to the individual with whom the person is living, or to any other individual or entity having the care and control of the person. The Plan, the Committee, the Company and any Employer and their employees and agents will have fully discharged their responsibilities to the Participant or Beneficiary entitled to a payment by making payment under this Section 23.

Section 24. 409A Compliance. Notwithstanding any Plan provisions herein to the contrary, the Plan shall be interpreted, construed and administered in such a manner so as to comply with the provisions of Code Section 409A, Treasury Regulations and any other related Internal Revenue Service guidance promulgated thereunder.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed in its name and behalf on this 31st day of July, 2008, to be effective, as amended and restated, as of January 1, 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann T. Seaman
Vice President, Administration

FMC TECHNOLOGIES, INC
EQUIVALENT RETIREMENT PLAN
GRANTOR TRUST AGREEMENT

This Grantor Trust Agreement (the "Trust Agreement") is made this 31st day of July 2001 by and between FMC TECHNOLOGIES, INC. ("the Company") and WACHOVIA BANK, N.A. ("the Trustee").

Recitals

(a) WHEREAS, the Company has adopted the FMC Technologies, Inc. Salaried Employees Equivalent Retirement Plan (the "Arrangement");

(b) WHEREAS, the Company has incurred or expects to incur liability under the terms of such Arrangement with respect to the individuals participating in such Arrangement (the "Participants and Beneficiaries");

(c) WHEREAS, the Company has previously established a grantor trust effective May 1, 2001 (the "Prior Trust") for such Arrangement and wishes by this Trust (the "Trust") to amend and restate such Prior Trust and shall contribute to the Trust assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's Insolvency, and subject to the claims of a Subsidiary's creditors in the event of the Subsidiary's Insolvency to the extent the Trust assets were contributed on behalf of such Subsidiary's employees, until paid to Participants and their Beneficiaries in such manner and at such times as specified in the Arrangement and in this Trust Agreement;

(d) WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Arrangement as unfunded plans maintained for the purpose of providing executive benefits for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974; and

(e) WHEREAS, it is the intention of the Company to make contributions to the Trust to provide itself with a source of funds (the "Fund") to assist it in satisfying its liabilities under the Arrangement.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

Section 1. Establishment of The Trust

(a) The Trust is intended to be a Grantor Trust, of which the Company is the Grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(b) The Company shall be considered a Grantor for the purposes of the Trust.

(c) The Trust hereby established is revocable by the Company; it shall become irrevocable upon a Potential Change in Control or Change in Control, as defined herein (except as may otherwise be provided by this Trust Agreement); provided however, in the event that no Change in Control occurs within one year of a Potential Change in Control, this Trust shall again become revocable until a Potential Change in Control or Change in Control should occur.

(d) The Company hereby deposits with the Trustee in the Trust one-thousand dollars and zero cents ($1,000.00) which shall become the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

(e) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of Participants and general creditors as herein set forth. Participants and their Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Arrangement and this Trust Agreement shall be unsecured contractual rights of Participants and their Beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the general creditors of the Company under federal and state law in the event the Company is Insolvent, and subject to a Subsidiary's creditors in the event of the Subsidiary's Insolvency to the extent the Trust assets were contributed to the Trust on behalf of the Subsidiary's employees.

(f) The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property acceptable to the Trustee in the Trust to augment the principal to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. Prior to a Change in Control, neither the Trustee nor any Participant or Beneficiary shall have any right to compel additional deposits.(g) As soon as practicable after the Company has knowledge that a Change in Control is imminent, but no later than the last business day immediately preceding the date of the Change in Control, the Company shall make a contribution to the Trust in an amount equal to the Required Funding Amount as defined by this Trust less any assets held by the Trust. At least each six months after the occurrence of a Change in Control, the Company shall make a contribution in the amount, if any, by which the Required Funding Amount exceeds the value of assets held by the Trust.

Section 2. Payments to Participants and Their Beneficiaries

(a) Prior to a Change in Control, the Trustee shall make distributions from the Trust to Participants and Beneficiaries at the direction of the Company. Prior to a Change in Control, the entitlement of a Participant or his or her Beneficiaries to benefits under the Arrangement shall be determined as provided by the Arrangement, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Arrangement.

(b) The Company may make payment of benefits directly to Participants or their Beneficiaries as they become due under the terms of the Arrangement. The Company shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to Participants or their Beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Arrangement, the Company shall make the balance of each such payment as it falls due in accordance with the Arrangement. The Trustee shall notify the Company where principal and earnings are not sufficient. Nothing in this Agreement shall relieve the Company of its liabilities to pay benefits due under the Arrangement except to the extent such liabilities are met by application of assets of the Trust.

(c) After a Potential Change in Control and before a Change in Control, the Company shall deliver to the Trustee a schedule of benefits due under the Arrangement. After a Change in Control, the Company shall continue to make the determination of benefits due to Participants or their Beneficiaries and shall provide the Trustee with an updated schedule of benefits due; provided however, a Participant or their Beneficiaries may make application to the Trustee for an independent decision as to the amount or form of their benefits due under the Arrangement. The Trustee shall notify the Company of any such appeal and the Company shall be permitted to provide the Trustee with any information the Company wishes the Trustee to consider in making a determination pursuant to this Section. In making any determination required or permitted to be made by the Trustee under this Section, the Trustee shall, in each such case, reach its own independent determination, in its absolute and sole discretion, as to the Participant's or Beneficiary's entitlement to a payment hereunder. In making its determination, the Trustee may consult with and make such inquiries of such persons, including the Participant or Beneficiary, the Company, legal counsel, actuaries or other persons, as the Trustee may reasonably deem necessary. Any reasonable costs incurred by the Trustee in arriving at its determination shall be reimbursed by the Company and, to the extent not paid by the Company within a reasonable time, shall be charged to the Trust. The Company waives any right to contest any amount paid over by the Trustee hereunder pursuant to a good faith determination made by the Trustee notwithstanding any claim by or on behalf of the Company (absent a manifest abuse of discretion by the Trustee) that such payments should not be made.

(d) In the event any Participant or his or her Beneficiary is determined to be subject to federal income tax on any amount to the credit of his or her account under any Arrangement prior to the time of payment hereunder, whether or not due to the establishment of or contributions to this Trust, a portion of such taxable amount equal to

the federal, state and local taxes (excluding any interest or penalties) owed on such taxable amount, shall be distributed by the Trustee as soon thereafter as practicable to such Participant or Beneficiary. For these purposes, a Participant or Beneficiary shall be deemed to pay state and local taxes at the highest marginal rate of taxation in the state in which the Participant resides or is employed (or both) where a tax is imposed and federal income taxes at the highest marginal rate of taxation, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Any distributions from the Fund to a Participant or Beneficiary under this Section 2(d) shall be applied to reduce the Company liabilities to such Participant and/or Beneficiary under the applicable Arrangement with such reductions to be made on a pro-rata basis over the term of benefit payments under the Arrangement

(e) The Trustee agrees that it will not itself institute any action at law or at equity, whether in the nature of an accounting, interpleading action, request for a declaratory judgment or otherwise, requesting a court or administrative or quasi-judicial body to make the determination required to be made by the Trustee under this Section 2 in the place and stead of the Trustee. The Trustee may (and, if necessary or appropriate, shall) institute an action to collect a contribution due the Trust following a Change in Control or in the event that the Trust should ever experience a short-fall in the amount of assets necessary to make payments pursuant to the terms of the Arrangement.

Section 3. Trustee Responsibility Regarding Payments To The Trust Beneficiary When The Company Is Insolvent

(a) The Trustee shall cease payment of benefits to Participants and their Beneficiaries if the Company is Insolvent or a Subsidiary is Insolvent to the extent the Trust assets were contributed on behalf of the Company's or a Subsidiary's employees. The Company and/or a Subsidiary shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company and/or a Subsidiary is unable to pay its debts as they become due, or (ii) the Company and/or a Subsidiary is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of general creditors of the Company and/or a Subsidiary under federal and state law as set forth below.

(1) The Board of Directors and the Chief Executive Officer of the Company, or in the case of a Subsidiary, the President of the Subsidiary shall have the duty to inform the Trustee in writing that the Company and/or a Subsidiary is Insolvent. If a person claiming to be a creditor of the Company and/or a Subsidiary alleges in writing to the Trustee that the Company and/or a Subsidiary has become Insolvent, the Trustee shall determine whether the Company and/or a Subsidiary is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Participants or their Beneficiaries.

(2) Unless the Trustee has actual knowledge that the Company and/or a Subsidiary is Insolvent, or has received notice from the Company and/or a Subsidiary or a person claiming to be a creditor alleging that the Company's and/or a Subsidiary is Insolvent, the Trustee shall have no duty to inquire whether the Company and/or a Subsidiary is Insolvent. The Trustee may in all events rely on such evidence concerning the Company's and/or a Subsidiary's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's and/or a Subsidiary's solvency.

(3) If at any time the Trustee has determined that the Company and/or a Subsidiary is Insolvent, the Trustee shall discontinue payments to Participants or their Beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors and shall hold the assets of the Trust to the extent contributed on behalf of the employees of a Subsidiary for the benefit of the Subsidiary's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Participants or their Beneficiaries to pursue their rights as general creditors of the Company and/or a Subsidiary with respect to benefits due under the Arrangement or otherwise.

(4) The Trustee shall resume the payment of benefits to Participants or their Beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company and/or a Subsidiary is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants or their Beneficiaries under the terms of the Arrangement for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their Beneficiaries by the Company and/or a Subsidiary in lieu of the payments provided for hereunder during any such period of discontinuance.

(d) The Insolvency of a Subsidiary shall not, in and of itself, cause the Company or any other Subsidiary participating in this Trust to be Insolvent. However, any assets attributable to such Insolvent Subsidiary held by this Trust shall be held for the benefit of the Insolvent Subsdiary's general creditors.

Section 4. Payments When a Short-Fall of The Trust Assets Occurs

(a) If there are not sufficient assets for the payment of current and expected future benefits pursuant to Section 2 or Section 3(c) hereof and the Company does not otherwise make such payments within a reasonable time after demand from the Trustee, the Trustee shall allocate the Trust assets among the Participants or their Beneficiaries in a pro rata manner with respect to the total present value of benefits expected for each Participant or Beneficiary.

(b) Upon receipt of a contribution from the Company necessary to make up for a shortfall in the payments due, the Trustee shall resume payments to all the Participants and Beneficiaries under the Arrangement. In addition to the normally scheduled payments due under the Arrangement, the Trustee shall make a payment to the Participants and Beneficiaries, as soon as is practicable following the Company's contribution equal to the amount by which any payment was reduced during the period for which the Trustee made payments under Section 4(a). Following a Change in Control, the Trustee shall have the right and duty to compel a contribution to the Trust from the Company to make-up for any shortfall.

Section 5. Payments to the Company

Except as provided in Section 3 hereof, after the Trust has become irrevocable, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants and their Beneficiaries pursuant to the terms of the Arrangement. Following payment of all benefits due under the Arrangement and any remaining fees and expenses, the Trustee shall return any amounts remaining in the Trust to the Company.

Section 6. Investment Authority

(a) The Trustee shall not be liable in discharging its duties hereunder, including without limitation its duty to invest and reinvest the Fund, if it acts for the exclusive benefit of the Participants and their Beneficiaries, in good faith and as a prudent person would act in accomplishing a similar task and in accordance with the terms of this Trust Agreement and any applicable federal or state laws, rules or regulations.

(b) Subject to investment guidelines agreed to in writing from time to time by the Company and the Trustee prior to a Change in Control and Section 6(c), the Trustee shall have the power in investing and reinvesting the Fund in its sole discretion:

(1) To invest and reinvest in any readily marketable common and preferred stocks, bonds, notes, debentures (including convertible stocks and securities but not including any stock or security of the Trustee other than a de minimus amount held in a mutual fund), certificates of deposit or demand or time deposits (including any such deposits with the Trustee) and shares of investment companies and mutual funds, without being limited to the classes or property in which the Trustees are authorized to invest by any law or any rule of court of any state and without regard to the proportion any such property may bear to the entire amount of the Fund;

(2) To invest and reinvest all or any portion of the Fund collectively through the medium of any proprietary mutual fund that may be established and maintained by the Trustee;

(3) To commingle for investment purposes all or any portion of the Fund with assets of any other similar trust or trusts established by the Company with the Trustee for the purpose of safeguarding deferred compensation or retirement income or benefits of its employees and/or directors;

(4) To retain any property at any time received by the Trustee;

(5) To sell or exchange any property held by it at public or private sale, for cash or on credit, to grant and exercise options for the purchase or exchange thereof, to exercise all conversion or subscription rights pertaining to any such property and to enter into any covenant or agreement to purchase any property in the future;

(6) To participate in any plan of reorganization, consolidation, merger, combination, liquidation or other similar plan relating to property held by it and to consent to or oppose any such plan or any action thereunder or any contract, lease, mortgage, purchase, sale or other action by any person;

(7) To deposit any property held by it with any protective, reorganization or similar committee, to delegate discretionary power thereto, and to pay part of the expenses and compensation thereof any assessments levied with respect to any such property to be deposited;

(8) To extend the time of payment of any obligation held by it;

(9) To hold uninvested any moneys received by it, without liability for interest thereon, but only in anticipation of payments due for investments, reinvestments, expenses or disbursements;

(10) To exercise all voting or other rights with respect to any property held by it and to grant proxies, discretionary or otherwise;

(11) For the purposes of the Trust, to borrow money from others, to issue its promissory note or notes therefor, and to secure the repayment thereof by pledging any property held by it;

(12) Upon prior notice, to employ suitable contractors and counsel, who may be counsel to the Company or to the Trustee, and to pay their reasonable expenses and compensation from the Fund to the extent not paid by the Company;

(13) To register investments in its own name or in the name of a nominee; to hold any investment in bearer form; and to combine certificates representing securities with certificates of the same issue held by it in other fiduciary capacities or to deposit or to arrange for the deposit of such securities with any depository, even though, when so deposited, such securities may be held in the name of the nominee of such depository with other securities deposited therewith by other persons, or to deposit or to arrange for the deposit of any securities issued or guaranteed by the United States government, or any agency or instrumentality thereof, including securities evidenced by book entries rather than by certificates, with the United States Department of the Treasury or a Federal Reserve Bank, even though, when so deposited, such securities may not be held separate from securities deposited therein by other persons; provided, however, that no securities held in the Fund shall be deposited with the United States Department of the Treasury or a Federal Reserve Bank or other depository in the same account as any individual property of the Trustee, and provided, further, that the books and records of the Trustee shall at all times show that all such securities are part of the Trust Fund;

(14) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, respectively, to commence or defend suits or legal proceedings to protect any interest of the Trust, and to represent the Trust in all suits or legal proceedings in any court or before any other body or tribunal; provided, however, that the Trustee shall not be required to take any such action unless it shall have been indemnified by the Company to its reasonable satisfaction against liability or expenses it might incur therefrom;

(15) To hold and retain policies of life insurance, annuity contracts, and other property of any kind which policies are contributed to the Trust by the Company or any subsidiary of the Company or are purchased by the Trustee;

(16) To hold any other class of assets which may be contributed by the Company and that is deemed reasonable by the Trustee, unless expressly prohibited herein:

(17) To loan any securities at any time held by it to brokers or dealers upon such security as may be deemed advisable, and during the terms of any such loan to permit the loaned securities to be transferred into the name of and voted by the borrower or others; and

(18) Generally, to do all acts, whether or not expressly authorized, that the Trustee may deem necessary or desirable for the protection of the Fund.

(c) Prior to a Change in Control, the Company shall have the right, subject to this Section to direct the Trustee with respect to investments.

(1) The Company may at any time direct the Trustee to segregate all or a portion of the Fund in a separate investment account or accounts and may appoint one or more investment managers including itself and to direct the investment and reinvestment of each such investment account or accounts. In such event, the Company shall notify the Trustee of the appointment of each such investment manager.

(2) Thereafter (until a Change in Control), the Trustee shall make every sale or investment with respect to such investment account as directed in writing by the investment manager(s). It shall be the duty of the Trustee to act strictly in accordance with each direction. The Trustee shall be under no duty to question any such direction of the investment manager, to review any securities or other property held in such investment account or accounts acquired by it pursuant to such directions or to make any recommendations to the investment manager(s) with respect to such securities or other property.

(3) Notwithstanding the foregoing, the Trustee, without obtaining prior approval or direction from an investment manager, shall invest cash balances held by it from time to time in short term cash equivalents including, but not limited to, through the medium of any short term common, collective or commingled trust fund established and maintained by the Trustee subject to the instrument establishing such trust fund, U.S. Treasury Bills, commercial paper (including such forms of commercial paper as may be available through the Trustee's Trust Department), certificates of deposit (including certificates issued by the Trustee in its separate corporate capacity), and similar type securities, with a maturity not to exceed one year; and, furthermore, sell such short term investments as may be necessary to carry out the instructions of an investment manager regarding more permanent type investment and directed distributions.

(4) The Trustee shall neither be liable nor responsible for any loss resulting to the Fund by reason of any sale or purchase of an investment directed by an investment manager nor by reason of the failure to take any action with respect to any investment which was acquired pursuant to any such direction in the absence of further directions of such investment manager.

(5) Notwithstanding anything in this Agreement to the contrary, the Trustee shall be indemnified and saved harmless by the Company from and against any and all personal liability to which the Trustee may be subjected by carrying out any directions of an investment manager or the Company issued pursuant hereto or for failure to act in the absence of directions of the investment manager or the Company including all expenses reasonably incurred in its defense in the event the Company fails to provide such defense; provided, however, the Trustee shall not be so indemnified if it participates knowingly in, or knowingly undertakes to conceal, an act or omission of an investment manager or the Company, having actual knowledge that such act or omission is a breach of a fiduciary duty; provided further, however, that the Trustee shall not be deemed to have knowingly participated in or knowingly undertaken to conceal an act or omission of an investment manager or the Company with knowledge that such act or omission was a breach of fiduciary duty by merely complying with directions of

an investment manager or the Company or for failure to act in the absence of directions of an investment manager or the Company. The Trustee may rely upon any order, certificate, notice, direction or other documentary confirmation purporting to have been issued by the investment manager or the Company which the Trustee reasonably believes to be genuine and to have been issued by the investment manager or the Company. The Trustee shall not be charged with knowledge of the termination of the appointment of any investment manager until it receives written notice thereof from the Company.

(6) The Company may direct the Trustee as to how to vote any Company stock held by the Trust.

(d) Following a Change in Control, the Trustee shall have the sole and absolute discretion in the management of the Trust assets and shall have all the powers set forth under Section 6(b). In investing the Trust assets, the Trustee shall consider.

(1) the needs of the Arrangement;

(2) the need for matching of Trust assets with the liabilities of the Arrangement; and

(3) the duty of the Trustee to act solely in the best interest of the Participants and their Beneficiaries.

(e) The Trustee shall have the right, in its sole discretion, to delegate its investment responsibility to an investment manager who may be an affiliate to the Trustee. In the event the Trustee shall exercise this right, the Trustee shall remain, at all times responsible for the acts of an investment manager. The Trustee shall have the right to purchase an insurance policy or an annuity to fund the benefits of the Arrangement.

(f) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity; provided, however, that, following a Change in Control, no such substitution shall be permitted unless the Trustee determines that the fair market values of the substituted assets are equal.

(g) Prior to a Change in Control, the Company shall have the right to contribute to the Trust common stock of the Company ("Company Stock"). To the extent that Company Stock is contributed to the Trust, it shall be held by the Trustee pursuant to this Section 6(g).

(h) Execution of Purchases and Sales.

(1) Transactions. Purchases and sales of Company Stock shall be made on the date on which the Trustee receives from the Company in good order all information and documentation necessary to accurately effect such purchases and sales (or, in the case of purchases, the subsequent date on which the Trustee has received a wire transfer of the funds necessary to make such purchases). Purchases and sales of Company Stock for the Stock Fund shall be made on the open market as necessary unless the following applies:

(i) The Trustee is unable to determine the number of shares required to be purchased or sold on such day; or

(ii) If the Trustee is unable to purchase or sell the total number of shares required to be purchased or sold on such day as a result of market conditions; or

(iii) If the Trustee is prohibited by the Securities and Exchange Commission, the New York Stock Exchange, or any other regulatory body form purchasing or selling any or all of the shares required to be purchased or sold on such days.

In the event of the occurrence of the circumstances described in (i), (ii) or (iii) above, the Trustee shall purchase or sell such shares as soon as possible thereafter and shall determine the price of such purchases or sales to be the average purchase or sales price of all such shares purchased or sold, respectively. The Trustee may follow written directions from the Company to deviate from the above purchase and sale procedures.

(1) Use of an Affiliated Broker. The Company hereby directs the Trustee to use Wachovia Securities, Inc. (WSI) to provide brokerage services in connection with any purchase or sale of Company Stock subject to the requirement that the Trustee take all reasonable steps to assure that the Trust receives best execution on any transaction. The provision of brokerage services shall be subject to the following:

(i) To the extent such services are utilized, as consideration for such brokerage services, the Company agrees that WSI shall be entitled to remuneration under the authorization provision in accordance with its normal fee schedule.

(ii) Any successor organization of WSI, through reorganization, consolidation, merger or similar transactions, shall, upon consummation of such transaction, become the successor broker in accordance with the terms of this authorization provision.

(iii) The Trustee and WSI shall continue to rely on this authorization provision until notified to the contrary. The Company reserves the right to terminate this authorization upon sixty (60) days written notice to WSI (or its successor) and the Trustee.

(2) Securities Law Reports. The Company shall be responsible for filing all reports required under Federal or state securities laws with respect to the

Trust's ownership of Company Stock, including, without limitation, any reports required under section 13 or 16 of the Securities Exchange Act of 1934, and shall immediately notify the Trustee in writing of any requirement to stop purchases or sales of Company Stock pending the filing of any report. The Company shall be responsible for the registration of any Plan interests required under Federal or state securities laws. The Trustee shall provide to the Company such information on the Trust's ownership of Company Stock as the Company may reasonably request in order to comply with Federal or state securities laws.

Section 7. Insurance Contracts

(a) To the extent that the Trustee is directed by the Company prior to a Change in Control to invest part or all of the Trust Fund in insurance contracts, the type and amount thereof shall be specified by the Company. The Trustee shall be under no duty to make inquiry as to the propriety of the type or amount so specified.

(b) Each insurance contract issued shall provide that the Trustee shall be the owner thereof with the power to exercise all rights, privileges, options and elections granted by or permitted under such contract or under the rules of the insurer. The exercise by the Trustee of any incidents of ownership under any contract shall, prior to a Change in Control, be subject to the direction of the Company. After a Change in Control, the Trustee shall have all such rights.

(c) The Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against an insurance policy held in the Trust Fund.

(d) No insurer shall be deemed to be a party to the Trust and an insurer's obligations shall be measured and determined solely by the terms of contracts and other agreements executed by the insurer.

Section 8. Disposition of Income

(a) Prior to a Change in Control, all income received by the Trust, net of expenses and taxes, may be returned to the Company or accumulated and reinvested within the Trust at the direction of the Company.

(b) Following a Change in Control, all income received by the Trust, net of expenses and taxes payable by the Trust, shall be accumulated and reinvested within the Trust.

Section 9. Accounting by The Trustee

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in

writing between the Company and the Trustee. Within thirty (30) days following the close of each calendar year and within thirty (30) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be. The Company may approve such account by an instrument in writing delivered to the Trustee. In the absence of the Company's filing with the Trustee objections to any such account within one hundred eighty (180) days after its receipt, the Company shall be deemed to have so approved such account. In such case, or upon the written approval by the Company of any such account, the Trustee shall, to the extent permitted by law, be discharged from all liability to the Company for its acts or failures to act described by such account. The foregoing, however, shall not preclude the Trustee from having its accounting settled by a court of competent jurisdiction. The Trustee shall be entitled to hold and to commingle the assets of the Trust in one Fund for investment purposes but at the direction of the Company prior to a Change in Control, the Trustee shall create one or more sub-accounts.

Section 10. Responsibility of The Trustee

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Arrangement or this Trust and is given in writing by the Company. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute, subject, however to Section 2(d) hereof.

(b) The Company hereby indemnifies the Trustee against losses, liabilities, claims, costs and expenses in connection with the administration of the Trust, unless resulting from the negligence or misconduct of Trustee. To the extent the Company fails to make any payment on account of an indemnity provided in this paragraph 10(b), in a reasonably timely manner, the Trustee may obtain payment from the Trust. If the Trustee undertakes or defends any litigation arising in connection with this Trust or to protect a Participant's or Beneficiary's rights under the Arrangement, the Company agrees to indemnify the Trustee against the Trustee's costs, reasonable expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust. The Trustee hereby indemnifies the Company against losses, liabilities, claims, costs and expenses in connection with the administration of the Trust which occur as a result of the Trustee's negligence or breach of this Trust.

(c) Prior to a Change in Control, the Trustee may consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its duties or obligations hereunder. Following a Change in Control the Trustee shall, upon notice to the Company, select independent legal counsel and may consult with counsel or other persons with respect to its duties and with respect to the rights of Participants or their Beneficiaries under the Arrangement.

(d) The Trustee may, upon notice to the Company, hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder and may rely on any determinations made by such agents and information provided to it by the Company.

(e) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided otherwise herein.

(f) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

Section 11. Compensation and Expenses of The Trustee

The Trustee's compensation shall be as agreed in writing from time to time by the Company and the Trustee. A copy of the current fee schedule is listed in Attachment A. The Company shall pay all administrative expenses and the Trustee's fees and shall promptly reimburse the Trustee for any fees and expenses of its agents. If not so paid, the fees and expenses shall be paid from the Trust.

Section 12. Resignation and Removal of The Trustee

(a) Prior to a Change in Control, the Trustee may resign at any time by written notice to the Company, which shall be effective thirty (30) days after receipt of such notice unless the Company and the Trustee agree otherwise. Following a Change in Control, the Trustee may resign only after the appointment of a successor Trustee.

(b) The Trustee may be removed by the Company on thirty (30) days notice or upon shorter notice accepted by the Trustee prior to a Change in Control. Subsequent to a Change in Control, the Trustee may only be removed after the Company's appointment of an independent third party national banking association or other entity having the authority to exercise trust powers with a market capitalization exceeding $5,000,000,000 to replace the Trustee and the agreement by the successor Trustee to a trust agreement containing the provisions of Sections 2(c) and 14(a) hereof.

(c) If the Trustee resigns within two years after a Change in Control, as defined herein, the Company, or if the Company fails to act within a reasonable period of time following such resignation, the Trustee shall apply to a court of competent jurisdiction for the appointment of a successor Trustee which satisfies the requirements of Section 13 or for instructions.

(d) Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within ninety (90) days after receipt of notice of resignation, removal or transfer, unless the Company extends the time limit.

(e) If the Trustee resigns or is removed, a successor shall be appointed by the Company, in accordance with Section 13 hereof, by the effective date of resignation or removal under paragraph(s) (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

Section 13. Appointment of Successor

(a) If the Trustee resigns or is removed in accordance with Section 12 hereof, the Company may appoint, subject to Section 12, any independent third party national banking association or other entity having the authority to exercise trust powers with a market capitalization exceeding $5,000,000,000 to replace the Trustee upon resignation or removal. The successor Trustee shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor Trustee to evidence the transfer.

(b) The successor Trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Section 8 and 9 hereof. The successor Trustee shall not be responsible for and the Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

Section 14. Amendment or Termination

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Arrangement or shall make the Trust revocable after it has become irrevocable in accordance with Section 1 hereof. Additionally, no amendment may be made which would change Section 2(c) hereof.

(b) Following a Change in Control, the Trust shall not terminate until the date on which Participants and their Beneficiaries have received all of the benefits due to them under the terms and conditions of the Arrangement.

(c) Upon written approval of all Participants or Beneficiaries entitled to payment of benefits pursuant to the terms of the Arrangement, the Company may terminate this Trust prior to the time that all benefit payments under the Arrangement have been made. All assets in the Trust at termination shall be returned to the Company.

Section 15. Definitions

For purposes of this Trust, the following terms shall be defined as set forth below:

(a) Potential Change in Control shall mean the Company entering into any agreement or making any announcement either of which, if consummated would result in a Change in Control.

(b) Change in Control the happening of any of the following events:

(1) 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 15(b);

(2) 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 15(b), 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;

(3) 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

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

In addition, a Change in Control will be deemed to occur upon a change in control of FMC Corporation, as determined under the change in control provisions of FMC Corporation's executive severance plan, if at the time of its change in control, FMC Corporation owns more than fifty percent (50%) of the Outstanding Company Common Stock. Notwithstanding the foregoing, neither the initial public offering by the Company of shares of its common stock, nor FMC Corporation's Distribution of its interest in the Company will be treated as a Change in Control of the Company.

The General Counsel, the Chief Executive Officer or the Chief Financial Officer of the Company shall have the specific authority to determine whether a Potential Change in Control or Change in Control has transpired under the guidance of this Section 15(b) and shall be required to give the Trustee notice of a Change in Control or a Potential Change in Control. The Trustee shall be entitled to rely upon such notice, but if the Trustee receives notice of a Change in Control from another source, the Trustee shall make its own independent determination.

(c) "Company" shall mean the FMC Technologies, Inc. unless otherwise specified by this Trust.

(d) Required Funding Amount shall mean an amount equal to:

(1) the present value of all benefits using assumptions identical to those used for the most recent evaluation for FAS 87 purposes of the Company's 10K for the Arrangement; and

(2) anticipated trustee, administrative and advisory fees in connection with the maintenance of the Trust or the Arrangement until the Company's obligations under the Arrangement have been fully met, and any taxes expected to be due over the remaining duration of the Trust.

(d) "Subsidiary" shall mean a subsidiary or an affiliate of the Company.

Section 16. Miscellaneous

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) The Company hereby represents and warrants that all of the Arrangement have been established, maintained and administered in accordance with all applicable laws, including without limitation, ERISA. The Company hereby indemnifies and agrees to hold the Trustee harmless from all liabilities, including attorney's fees, relating to or arising out of the establishment, maintenance and administration by the Company of the Arrangement. To the extent the Company does not pay any of such liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

(c) Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(d) This Trust Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, this Trust has been executed on behalf of the parties hereto on the day and year first above written.

FMC TECHNOLOGIES, INC.

By: /s/ William H. Schumann III
Its: Senior V.P. and Chief Financial Officer

ATTEST:

By: /s/ Michael W. Murray
Its: Vice President - Human Resources

WACHOVIA BANK, N.A. as TRUSTEE

By: /s/ Joe O. Lorg
Its: Senior Vice President/Group Executive

ATTEST:

By: /s/ John N. Smith, III
Its: Assistant Secretary

Attachment A

SCHEDULE OF FEES—FMC Technologies, Inc. Salaried Employees Equivalent Retirement Plan

WACHOVIA EXECUTIVE SERVICES -
EXECUTIVE COMPENSATION AND OTHER
NON-QUALIFIED TRUST SERVICES

Non-qualified Trust Services include rabbi, secular and other non-qualified trusts providing benefits in addition to those from qualified plans. Plans specifically providing for change of control benefits are also covered by this Schedule of Fees. Charges are quoted on an annual basis and are payable quarterly.

STANDARD SERVICES

I.	DOCUMENT REVIEW AND IMPLEMENTATION	A Document Review and Implementation Fee will be charged to all new accounts. This fee will be quoted by account, based on the use of Wachovia's proprietary documents, consulting and legal time required, as well as administrative requirements to establish the account.
II.	CUSTODIAL AND FIDUCIARY CHARGES	Ad Valorem Charges - An ad valorem fee is assessed for all basic services related to custody of funds and is based on the total liability of all covered plans or Arrangement. This fee covers up to 5 (five) funds. The

following is the schedule of charges:

	MARKET VALUE	RATE PER $1,000
First	$ 500,000	$ 5.00
Next	1,500,000	2.60
Next	8,000,000	1.40
Next	40,000,000	.50
Next	50,000,000	.40
Over	100,000,000	Negotiated

A minimum ad valorem charge of $20,000 shall be applied. Fees covered by Section III-IV and VII of this schedule will be in addition to the minimum ad valorem charge.

Insurance, Letter of Credit and other Non-Cash Funding

In applying the ad valorem schedule, the cash surrender value of insurance, letters of credit, unfunded liabilities and other non-cash funding will normally be discounted 75% prior to change of control. Following a change of control, this discount will no longer be used in computing ongoing fees, and Wachovia will normally manage assets not invested in insurance products.

	Employer Securities	In applying the ad valorem schedule, employer securities will normally be discounted 50% prior to change of control. Following change of control, this discount will no longer be used in computing ongoing fees.
	Research	Requests for research will be performed at a cost of $100 per hour.
	Additional Funds	$500.00
	Insurance Policy Storage	$5.00 per policy
III.	INVESTMENT MANAGEMENT	For individually managed portfolios, a separate schedule will apply. Proprietary mutual funds will be charged in accordance with the applicable prospectus. Any money market fund must be a Wachovia Fund.
	Wachovia Asset Management	
IV.	BENEFIT PAYMENTS AND WIRES	
		Cash Benefit Payments
		Periodic: By check $2.50 plus postage By ACH $1.00 plus postage
		Non-Periodic: $25.00 plus postage
		In-Kind Distributions $50.00
		Payment Set-up $100.00
	Stop Payments	$20.00 initialization
	Wires	$20.00 each
V.	TAX REPORTING	
	State Tax Withholding	An annual charge of $75 per account will apply for each state where withholdings are requested or required.
	Preparation and Filing of Form 1041	For each 1041 required to be prepared and filed, a fee of $150 will be charged.

VI. CHANGE OF CONTROL FEE A one-time, $25,000 minimum fee plus expenses will be charged for each change of control in addition to fees for ongoing services.

VII. OTHER SERVICES Financial planning services for individuals and group educational or communications materials are available. Fees will be negotiated prior to commencement.

Billable time plus out-of-pocket expenses will be charged for consulting services or other services not covered by this schedule.

Meetings requiring the attendance of one of Wachovia Executive Services' Consultants are subject to a per diem fee of $1,000 per day, per consultant, plus travel expenses.

Participant recordkeeping and performance measurement services shall be charged in accordance with separate schedules.

For on-line and PC downloading support, appropriate additional charges will be made.

The physical storage of insurance policies is not included in the above charges.

For account terminations less than two years from inception, a minimum, prorated ad valorem fee for the initial two year period plus expenses will be charged.

Additional reasonable fees will be charged for services not covered by this schedule.

Exhibit 10.8

FMC TECHNOLOGIES, INC.
SAVINGS AND INVESTMENT PLAN

(Amended and Restated Effective January 1, 2002)

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INTRODUCTION

WHEREAS, the FMC Technologies, Inc. Savings and Investment Plan ("Plan") was established effective as of September 28, 2001, in connection with a spin-off of assets and liabilities from the FMC Corporation Savings and Investment Plan and the FMC Corporation Savings and Investment Plan for Bargaining Unit Employees ("FMC Plans"); and

WHEREAS, the Company or its delegate may amend the Plan to meet applicable rules and regulations of the Internal Revenue Service and the United States Department of Labor, or, subject to the terms of any applicable collective bargaining agreements, for other reasons the Company or its delegate deems necessary or desirable; and

WHEREAS, the Plan is intended to be qualified under Code Section 401(a) and its associated trust is intended to be tax exempt under Code Section 501(a) and the Plan is intended also to meet the requirements of ERISA, and will be interpreted, wherever possible, to comply with the terms of the Code and ERISA; and

WHEREAS, effective January 1, 2002, and in accordance with Revenue Procedure 2005-66, the Company desires to amend and restate the Plan to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, Department of Labor regulations section 2650.503-1, Code Section 401(a)(9) and Treasury regulations promulgated thereunder and the final regulations under Code Sections 401(k) and 401(m) issued on December 29, 2004; and

WHEREAS, the Plan was submitted to the Internal Revenue Service, in draft form, as amended and restated effective January 1, 2002, and as set forth herein, on January 31, 2008 (the "Draft Plan") for a favorable determination letter, received such letter on November 6, 2009, and pursuant to such letter must adopt and execute the Draft Plan on or before the date prescribed by Treasury Regulations under Code Section 401(b); and

WHEREAS, under the terms of the Plan, the Company has the ability to amend the Plan;

NOW, THEREFORE, effective January 1, 2002, except as otherwise provided, the Company in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan in its entirety and restates the Plan to provide as follows:

ARTICLE I

Definitions

For purposes of the Plan, as amended, the following terms have the meanings described below.

Account means any Pre-Tax Contribution Account, After-Tax Contribution Account, Company Contribution Account, Contingent Account and Rollover Contribution Account established on behalf of a Participant.

Account Balance means the value of the Account maintained on behalf of a Participant, determined as of any Valuation Date.

Administrator means the Company. The Plan is administered by the Company through the Committee. The Administrator and the Committee have the responsibilities specified in Article X.

Affiliate means any corporation, partnership, or other entity that is:

(a) a member of a controlled group of corporations of which the Company is a member (as described in Code Section 414(b));

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

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

(d) an entity required to be aggregated with the Company pursuant to regulations promulgated under Code Section 414(o); or

(e) a leasing organization that provides Leased Employees to the Company or an Affiliate (as determined under paragraphs (a) through (d) above), unless: (i) the Leased Employees make up no more than 20% of the nonhighly compensated workforce of the Company and Affiliates (as determined under paragraphs (a) through (d) above); and (ii) the Leased Employees are covered by a plan described in Code Section 414(n)(5).

"Leasing organization" has the meaning ascribed to it in the definition of "Leased Employee" below.

For purposes of Section 3.7, the 80% thresholds of Code Sections 414(b) and (c) are deemed to be "more than 50%," rather than "at least 80%."

After-Tax Contribution means the amount a Participant contributes in accordance with Section 3.2. A Matched Participant's After-Tax Contribution may be made up of Basic Contributions, Supplemental Contributions or both.

After-Tax Contribution Account means the Account established for a Participant pursuant to Section 3.6.2.

After-Tax Contribution Election means a Participant's election to make After-Tax Contributions in accordance with Section 3.3.1.

Annuity Starting Date means the first day of the first period for which an amount is paid in an annuity or other form of benefit. In the case of a lump sum distribution, the Annuity Starting Date is the date payment is actually made.

Basic Contributions means a Matched Participant's Pre-Tax Contributions and After-Tax Contributions not in excess of five percent of his or her annualized Compensation.

Beneficiary means any person designated or deemed designated by a Participant to receive any payment of Plan benefits due after the Participant's death. A married Participant may name a primary Beneficiary other than his or her Surviving Spouse only if the Surviving Spouse consents to the election in the time frame and manner required by Section 7.3.

Board means the board of directors of the Company

Break in Service means a Period of Separation that lasts for at least 12 consecutive months, provided that, a Period of Separation beginning on the first date of a maternity or paternity leave of absence and ending on the 12-month anniversary of such date will not constitute a Break in Service. For purposes of this section, a "maternity or paternity leave of absence" means an absence from work for any period by reason of (a) the Employee's pregnancy, (b) birth of the Employee's child or (c) care of a child for a period immediately following the birth or placement with the Employee.

Catch-Up Contribution means, effective July 1, 2002, a Pre-Tax Contribution made by a Participant who has attained or will attain age fifty (50) before the close of the Plan Year, subject to the limitations of Code Section 414(v).

Code means the Internal Revenue Code of 1986, as amended from time to time. Reference to a specific provision of the Code includes that provision, any successor to it and any valid regulation promulgated under the provision or successor provision.

Committee means the FMC Technologies, Inc. Employee Welfare Benefits Plan Committee as described in Section 10.8, its authorized delegate and any successor to the FMC Technologies, Inc. Employee Welfare Benefits Plan Committee.

Company means FMC Technologies, Inc. and any successor to it.

Company Contributions means the contributions made by the Employer to Matched Participants under Section 3.4.

Company Contribution Account means an account maintained as to each Matched Participant, to which the Matched Participant's share of Company contributions, FMC contributions made under the FMC Matched Plan for periods after March 31, 1982, and all earnings and losses attributable thereto it, are allocated.

Company Stock means the common stock of the Company.

Company Stock Fund means an Investment Fund established and maintained by the Trustee as part of the Trust Fund to invest in Company Stock. All Plan contributions placed in or directed to the Company Stock Fund and all dividends, other earnings and appreciation on those contributions must be invested in Company Stock, except as and to the extent it is deemed necessary or advisable to maintain cash and cash equivalents to meet the Company Stock Fund's liquidity needs. The Company Stock Fund is subject to investment restrictions as detailed in Section 10.3.

Compensation means the total compensation paid by the Company or a Participating Employer to an Eligible Employee for each Plan Year that is currently includible in gross income for federal income tax purposes:

(a) including: overtime, administrative and discretionary bonuses (including completion bonuses, gainsharing bonuses and performance related bonuses); sales incentive bonuses; field premiums; back pay and sick pay; plus the Employee's Pre-Tax Contributions and amounts contributed to a plan described in Code Section 125 or 132; and the incentive compensation (effective prior to January 1, 2007, 9/12 of the incentive compensation) (including management incentive bonuses paid in both cash and restricted stock and local incentive bonuses) paid during the Plan Year for services rendered in the preceding Plan Year, and the incentive compensation (effective prior to January 1, 2007, 3/12 of the incentive compensation) (of the same types) paid during the preceding Plan Year for services rendered in the Plan Year preceding the preceding Plan Year (unless, the Participant elects all such incentive compensation paid for prior Plan Years to be included in Compensation for the prior Plan Years, or unless the Participant elects that no such incentive compensation will be included in his or her Compensation); and

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

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

The annual amount of Compensation taken into account for a Participant must not exceed $200,000 (as adjusted by Internal Revenue Service for cost-of-living increases in accordance with Code Section 401(a)(17)(B). A Participant's Compensation will be conclusively determined according to the Company's records.

Contingent Account means an account maintained as to each applicable Participant, to which the Participant's share of any FMC contributions made under the FMC Matched Plan for periods before April 1, 1982, and all earnings and losses attributable to it, are maintained and allocated.

Direct Rollover means a payment by the Plan to the Eligible Retirement Plan specified by a Distributee.

Disability means a medically determinable physical or mental impairment that makes the Participant unable to engage in any substantial gainful activity, can be expected to result in death or be of long and indefinite duration, or has lasted or can be expected to last for a continuous period of at least 12 months. For purposes of the Plan, a Participant will be considered to have a Disability at any time only if he or she is then eligible to receive Social Security disability benefits.

Distributee means an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined under Code Section 414(p), are Distributees as to their Plan interests.

Distribution Date means the date FMC distributes its interest in the Company.

Effective Date means September 28, 2001.

Eligible Employee means an Employee of a Participating Employer, other than:

(a) a Leased Employee;

(b) a member of a bargaining unit covered by a collective bargaining agreement that does not specifically provide for participation in the Plan by members of the bargaining unit, or that is not listed in Appendix A;

(c) an Employee who is a nonresident alien of the United States; or

(d) an individual working for a Participating Employer under a contract that designates him or her as an independent contractor.

An employee who works for a non-US Affiliate, and who would be an Eligible Employee if the non-US Affiliate were a Participating Employer, will be an Eligible Employee during the period in which the employee has U.S. taxable income, and the Company will be deemed to be the Employee's employer for Plan purposes.

An individual's status as an Eligible Employee or not will be conclusively determined by the Administrator, subject to the claims review procedure described in Section 13.11.

The bargaining units whose members are covered by the Plan, and the effective dates of that coverage, are listed in Appendix A.

Eligible Retirement Plan means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a plan described in Code Section 401(a), an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The definition of Eligible Retirement Plan shall also apply in the case of an Eligible Rollover Distribution paid to a Surviving Spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Distributee, other than (a) a distribution that is one of a series of substantially equal periodic payments made (no less frequently than annually) for the life (or life expectancy) of the Distributee and the Distributee's Beneficiary, or for a specified period of ten years or more; (b) the portion of a distribution that is required to be made under Code Section 401(a)(9); (c) the portion of a distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation for employer securities); provided however, a portion of the distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Contributions that are not includible in gross income, but only if such portion is transferred to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible in gross income; or (d) a "hardship distribution" within the meaning of Code Section 402(c)(4).

Employee means (a) a common law employee of the Company or an Affiliate who is paid as an employee from the payroll of the Company or an Affiliate and treated as an employee, or (b) a Leased Employee.

Employment Commencement Date means the date on which the Employee first performs an Hour of Service.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a specific provision of ERISA includes the provision, any successor provision and any valid regulation promulgated under the provision or successor provision.

FMC means FMC Corporation, a Delaware corporation.

FMC Matched Plan means the FMC Corporation Savings and Investment Plan.

FMC Plans means the FMC Corporation Savings and Investment Plan and the FMC Corporation Savings and Investment Plan for Bargaining Unit Employees.

FMC Stock means the common stock of FMC.

FMC Stock Fund means an Investment Fund established and maintained by the Trustee as part of the Trust Fund to invest in FMC Stock. All Plan Contributions placed in or directed to the FMC Stock Fund and all dividends, other earnings and appreciation on those contributions must be invested only in FMC Stock, except as and to the extent it is deemed necessary or advisable to maintain cash and cash equivalents to meet the FMC Stock Fund's liquidity needs. The FMC Stock Fund is subject to investment restrictions as detailed in Section 10.3. Notwithstanding anything herein to the contrary, any dividend payable on FMC Stock as a result of FMC's distribution of its interest in the Company shall not be required to be reinvested in FMC Stock.

FMC Unmatched Plan means the FMC Corporation Savings and Investment Plan for Bargaining Unit Employees.

Forfeiture means any portion of a Matched Participant's Company Contribution Account that is forfeited under Section 4.3.

Funding Agent means the Trustee or any legal reserve life insurance company selected by the Administrator or the Committee to receive Plan contributions and pay Plan benefits.

Highly Compensated Employee means an Employee who:

(a) at any time during the Determination Year or the Look-Back Years owns (or is considered under Code Section 318 to own) more than five percent of the Company or an Affiliate; or

(b) had more than $80,000, as adjusted, in compensation (as defined in Code Section 415(c)(3)) from the Company and the Affiliates during the Look-Back Year.

The "Determination Year" is the Plan Year for which the determination of who is a Highly Compensated Employee is being made, and the 'Look-Back year' is the 12-month period immediately preceding the Determination Year.

A former Employee of the Company or an Affiliate is a Highly Compensated Employee for a given Determination Year if he or she separated from service (or was deemed to have separated) before the Determination Year, performs no services for a Participating Employer during the Determination Year, and was a Highly Compensated Employee for the Plan Year during which he or she separated from service (or was deemed to have separated) or for any Determination Year ending on or after his or her 55th birthday.

The Secretary of the Treasury or its delegate will adjust the $80,000 limit from time to time, to reflect increases in the cost of living. Employees who are nonresident aliens and receive no earned income (within the meaning of Code Section 911(d)(2)) from the Company and its Affiliates that constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)) are not treated as Employees for purposes of this definition.

Hour of Service means each hour for which an Employee is directly or indirectly paid or entitled to payment by the Company or an Affiliate:

(a) for the performance of duties;

(b) on account of a period of time during which no duties were performed, provided that Hours of Service will not be credited for payments made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws, or for payments that reimburse an Employee's for medically related expenses; and

(c) for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Company, provided that, the same Hours of Service have not already been credited under (a) or (b) above.

No more than 501 Hours of Service will be credited for any single continuous period of time during which the Employee performed no duties. The determination of Hours of Service for reasons other than the performance of duties shall be determined in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(b), which are incorporated herein by reference, and Hours of Service shall be credited to computation periods in accordance with the provisions of Labor Department Regulations Section 2530.200b-2(c), which are incorporated herein by reference.

Investment Fund means an investment fund, if any, established or selected by the Administrator pursuant to Section 10.3.

Leased Employee means an individual who performs services for the Company or an Affiliate on a substantially full-time basis, for a period of at least one year, under the primary direction or control of the Company or Affiliate, and under an agreement between the Company or Affiliate and a leasing organization. The leasing organization can be a third party or the Leased Employee himself or herself.

Matched Participant means a Participant who is eligible to receive Company Contributions under Section 3.4, including, each (a) salaried Participant, (b) non-union hourly Participant and (c) Participant who is a member of a bargaining unit covered by a collective bargaining agreement that specifically provides for a Company Contribution under the Plan to the eligible members of the bargaining unit. The bargaining units whose members are eligible for a Company Contribution under Section 3.4, and the effective dates of eligibility for such contribution, are listed on Appendix B.

Nonhighly Compensated Employee means an Employee who is not a Highly Compensated Employee.

Participant means an Eligible Employee who has begun but not ended his or her participation in the Plan pursuant to the provisions of Article II.

Participating Employer means the Company and each other Affiliate that adopts the Plan with the consent of the Company, as provided in Section 13.12.

Period of Separation means a continuous period of time when the Employee is not employed by the Company or an Affiliate. A Period of Separation begins on the date an Employee retires, dies, separates from service due to Disability, quits or is discharged, or, if earlier, on the 12-month anniversary of the date the Employee was otherwise first absent from service. Notwithstanding the foregoing, a Period of Separation does not begin if the Employee is:

(a) on a leave of absence authorized by the Company or an Affiliate in accordance with standard personnel policies applied in a nondiscriminatory manner to all similarly situated Employees, and returns to active employment with the Company or Affiliates as soon as the leave expires;

(b) on a military leave while the Employee's reemployment rights are protected by law, and returns to active employment with the Company or Affiliate within 90 days after his or her discharge or release (or such longer period as may be prescribed by law); or

(c) on a layoff, and returns to work with the Company or an Affiliate within the period of time and in the manner necessary to maintain seniority according to the rules of the Company or Affiliate in effect at the time of the return.

Plan means the FMC Technologies, Inc. Savings and Investment Plan. The Plan is a single employer plan.

Plan Year means the 12-month period beginning on each January 1 and ending on the next December 31. The period from the Effective Date through December 31, 2001 is a short Plan Year.

Pre-Tax Contribution means the amount that otherwise would have been paid as Compensation that is, before taxes, converted to a Participating Employer contribution in accordance with Section 3.1. A Matched Participant's Pre-Tax Contribution may be made up of Basic Contributions, Supplemental Contributions or both.

Pre-Tax Contribution Account means the Account established for a Participant pursuant to Section 3.6.1.

Pre-Tax Contribution Election means the Participant's election to make Pre-Tax Contributions in accordance with Section 3.3.1.

Required Beginning Date is defined in Section 5.2.3.

Rollover Contribution means an amount received from a deferred compensation plan that is qualified under Code Section 401 or 403(a), and which is rolled over to the Plan pursuant to Code Section 402(c). A Rollover Contribution can be either a Direct Rollover or an amount distributed to a Participant and then rolled over. In addition, if an Employee had deposited an Eligible Rollover Distribution into an individual retirement account as defined in Code Section 408, he or she may transfer the amount of the distribution plus earnings from the individual retirement account to the Plan, if the rollover amount is deposited with the Trustee within 60 days after receipt from the individual retirement account, and the rollover meets the other requirements of Code Section 408(d)(3)(A)(ii). A Rollover Contribution also means an amount

received from a qualified plan described in Code Section 401(a) or 403(a) attributable to after-tax contributions; from an annuity contract described in Code Section 403(b), including after-tax contributions; or an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. To the extent a Rollover Contribution includes after-tax contributions, such amounts shall be credited to an After-Tax Contribution Account created for such individual in accordance with Section 3.6.2.

Rollover Contribution Account means the Account established for a Participant pursuant to Section 3.6.3.

Supplemental Contributions means a Matched Participant's Pre-Tax Contributions and After-Tax Contributions in excess of five percent of his or her annualized Compensation.

Surviving Spouse means the person legally married to a Participant on the date of his or her death or on his or her Annuity Starting Date, whichever is earlier.

Trust means the trust established under the Plan, to which Plan contributions are made and in which Plan assets are held.

Trust Fund means the assets of the Trust held by or in the name of the Trustee.

Trustee means the institution appointed as Trustee pursuant to Article XI of the Plan, and any successor Trustee.

Valuation Date means each business day of the Plan Year.

Year of Service means the total number of calendar months during which the Employee is employed by the Company or an Affiliate, divided by 12, including any Period of Separation that does not constitute a Break in Service. A partial month of employment counts as a whole month. An Employee's Years of Service do not include any Breaks in Service.

ARTICLE II

Participation

2.1 Admission as a Participant

(a) An Employee becomes a Participant as of the date he or she satisfies all of the following requirements:

(b) the Employee is an Eligible Employee;

(c) the Employee either (i) is a permanent, full-time Employee, (ii) is a permanent, part-time employee eligible for benefits, or (iii) has completed at least 1,000 Hours of Service in a 12-month period beginning on his or her Employment Commencement Date or an anniversary of his or her Employment Commencement Date;

(d) the Employee has filed with the Administrator a Pre-Tax Contribution Election or After-Tax Contribution Election; and

(e) the Employee's election has become effective according to uniform and nondiscriminatory rules established by the Administrator.

2.2 Admission as a Matched Participant

A Participant becomes a Matched Participant as of the date he or she satisfies all of the following requirements:

(a) the Participant satisfies one of the conditions for being a Matched Participant;

(b) the Participant has filed with the Administrator a Pre-Tax Contribution Election or After-Tax Contribution Election; and

(c) the Participant's election has become effective according to uniform and nondiscriminatory rules established by the Administrator.

2.3 Rehires

A Participant or Eligible Employee who is rehired as an Eligible Employee after a Period of Separation becomes an active Participant by filing with the Administrator a Pre-Tax Contribution Election or After-Tax Contribution Election. When the Employee's election becomes effective, the Participant or Eligible Employee will again become an active Participant. If such a Participant satisfies one of the conditions for being a Matched Participant, the Participant becomes an active Matched Participant by filing with the Administrator a Pre-Tax Contribution Election or After-Tax Contribution Election. When the Pre-Tax Contribution Election or After-Tax Contribution Election becomes effective, the Matched Participant will become an active Matched Participant.

2.4 Provision of Information

The Administrator may provide for paper, telephonic or electronic means of enrollment. Each Participant must execute the forms or follow the telephonic or electronic procedures required by the Administrator and make available to the Administrator any information it reasonably requests. As a condition of participating in the Plan, an Employee agrees, on his or her own behalf and on behalf of all persons who may have or claim any right by reason of the Employee's participation in the Plan, to be bound by all provisions of the Plan and by any agreement entered into pursuant to the Plan, each as interpreted by the Administrator in its uniform and nondiscriminatory discretion.

2.5 Termination of Participation

A Participant ceases to be a Participant when he or she dies or, if earlier, when his or her entire Account Balance has been paid to him or her. A Matched Participant ceases to be a Matched Participant when he or she no longer satisfies one of the conditions for being a Matched Participant.

2.6 Special Rules Relating to Veterans' Reemployment Rights

The following special provisions will apply to an Eligible Employee or Participant who is reemployed in accordance with the reemployment provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") following a period of qualifying military service (as determined under USERRA) and will be interpreted in a manner consistent with Code Section 414(u).

2.6.1 Each period of qualifying military service served by an Eligible Employee or Participant will, upon his or her reemployment as an Eligible Employee, be deemed to constitute service with the Participating Employer for all Plan purposes.

2.6.2 The Participant will be permitted to make up Pre-Tax and/or After-Tax Contributions missed during the period of qualifying military service, so long as he or she does so during the period of time beginning on the date of the Participant's reemployment with the Participating Employer following his or her period of qualifying military service and extending over the lesser of (a) three times the length of the Participant's period of qualifying military service, and (b) five years.

2.6.3 The Participating Employer will not credit earnings to a Participant's Account with respect to any Pre-Tax or After-Tax Contribution before the contribution is actually made.

2.6.4 A reemployed Matched Participant will be entitled to accrued benefits attributable to Pre-Tax or After-Tax Contributions only if they are actually made.

2.6.5 For all Plan purposes, including the Participating Employer's liability for making contributions on behalf of a reemployed Participant as described above, the Participant will be treated as having received Compensation from the Participating Employer based on the rate of Compensation the Participant would have received during the period of qualifying military service, or if that rate is not reasonably certain, on the basis of the Participant's average rate of Compensation during the 12-month period immediately preceding the period of qualifying military service.

2.6.6 If a Participant makes a Pre-Tax or After-Tax Contribution in accordance with the foregoing provisions of this Section 2.6:

(a) those contributions will not be subject to any otherwise applicable limitation under Code Section 402(g), 404(a) or 415, and will not be taken into account in applying those limitations to other contributions under the Plan or any other plan, for the year in which the contributions are made; the contributions will be subject to the above-referenced limitations only for the year to which the contributions relate and only in accordance with regulations prescribed by the Internal Revenue Service; and

(b) the Plan will not be treated as failing to meet the requirements of Code Section 401(a)(4), 401(a)(26), 401(k)(3), 410(b) or 416 by reason of the contributions.

ARTICLE III

Contributions and Account Allocations

3.1 Pre-Tax Contributions

The Company will transmit to the Funding Agent the Pre-Tax Contributions for the Participants. To determine the amount it must transmit for each Participant, the Company will multiply the percentage elected by the Participant in his or her Pre-Tax Contribution Election by the Participant's Compensation.

3.1.1 Effective as of July 1, 202, and for each Plan Year commencing thereafter, all Participants who have attained or will attain age fifty (50) before the close of the Plan Year shall be eligible to make Catch-Up Contributions during such Plan Year in accordance with, and subject to the limitations of Code Section 414(v) as follows:

(a) The Plan shall not be treated as failing to satisfy the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416, as applicable, by reason of the making of such Catch-Up Contributions. Catch-Up Contributions shall be disregarded in determining the limitations on Pre-Tax Contributions as provided in Section 3.9.

(b) Pre-Tax Contributions (other than Catch-Up Contributions) determined to be Excess Pre-Tax Contributions as provided in Section 3.9.9, or determined to be in excess of the required limitations of Code Section 415 in a Plan Year may be recharacterized as a Catch-Up Contribution (to the extent available under the limitations of Code Section 414(v) as in effect for that Plan Year) for a Participant who is eligible to make Catch-Up Contributions, as described in the first paragraph of this Section 3.1.1.

(c) Catch-Up Contributions shall not be eligible for Company Contributions made on behalf of a Matched Participant pursuant to Section 3.4.

(d) Pre-Tax Contributions determined to be Excess Contributions as provided in Section 3.9.8 may be recharacterized as Catch-Up Contributions for a Participant who is eligible, as described in the first paragraph of this Section 3.1.1, but

(i) only after the application of Sections 3.12.7 and 3.13.7 regarding the recharacterization of Excess Contributions as After-Tax Contributions, to the extent available, and

(ii) only to the extent a Catch-Up Contribution amount is available under the limitations of Code Section 414(v) as in effect for that Plan Year.

3.2 After-Tax Contributions

The Company will transmit to the Funding Agent the After-Tax Contributions for the Participants. To determine the amount it must transmit for each Participant, the Company will multiply the percentage elected by the Participant in his or her After-Tax Contribution Election by the Participant's Compensation.

3.3 Rules Applicable to Both Pre-Tax and After-Tax Contributions

3.3.1 In making his or her Pre-Tax Contribution Election and After-Tax Contribution Election, a Participant may choose to defer or contribute between 0% and 20% of his or her Compensation (effective April 19, 2007, between 0% and 20% or between 0% and 75% if the Participant is a Nonhighly Compensated Employee), in 1% increments. The Participant's Pre-Tax Contribution Election and After-Tax Contribution Election cannot together total more than 20% of his or her Compensation (effective April 19, 2007, 75% in the case of a Nonhighly Compensated Employee). For certain Participants listed on Appendix C for periods beginning on the Effective Date through December 31, 2001, the minimum deferral or contribution election may be less than 2% under the Participants' prior election under the FMC Plans. The Administrator may reduce the amount of any Pre-Tax Contribution Election, or make such other modifications it deems necessary, so that the Plan complies with the provisions of Code Section 401(k). Pre-Tax and After-Tax Contributions will be made on a payroll deduction basis and in accordance with uniform and nondiscriminatory rules and procedures established by the Administrator. A Participant's Salary Deferral Election will apply only to Compensation paid to the Participant while he or she is an Eligible Employee.

3.3.2 A Participant may change his or her Pre-Tax or After-Tax Contribution Election percentage or discontinue making Pre-Tax Contributions or After-Tax Contributions, as frequently as permitted by the Administrator, by completing the form or following any other election change procedure prescribed by the Administrator. An election change will become effective according to the uniform and nondiscriminatory rules established by the Administrator.

3.3.3 Pre-Tax and After-Tax Contributions will be delivered to the Funding Agent as of the earliest date they are known and can reasonably be segregated from the general assets of the Participating Employer. In no event will that date be later than the 15th business day of the month following the month they would have been paid to the Participant if he or she had not chosen to defer their payment or contribute them to the Plan.

3.3.4 Notwithstanding any other provision of the Plan, the amount contributed by the Participating Employers as Pre-Tax Contributions and by Participants as After-Tax Contributions must not exceed, in the aggregate, 15% of the total Compensation for the Plan Year for those Participants employed by the Participating Employers eligible for an allocation for that Plan Year. In addition, the amount contributed by the Participating Employers to this Plan or any other qualified plan maintained by the Participating Employers pursuant to a Participant's Pre-Tax Contribution Election must not exceed the Code Section 402(g) limit applicable for that calendar year.

3.3.5 Effective October 1, 2006, a Participant shall direct the investment of his or her Pre-Tax and After-Tax Contributions into any of the Investment Funds selected by the Administrator pursuant to Section 10.3, in accordance with the procedures established by the Administrator.

3.4 Company Contributions

3.4.1 For each contribution period, as defined in Section 3.4.2, the Company will make a Company Contribution to the Company Contribution Account of each Matched Participant equal to:

(a) the applicable percentage of all Basic Contributions made by the Matched Participant for that contribution period and initially invested in the Company Stock Fund, or, for periods beginning before the Distribution Date, the FMC Stock Fund; plus

(b) the applicable percentage of all Basic Contributions made by the Matched Participant for that contribution period and initially invested in any Investment Funds other than the Company Stock Fund, or, for periods beginning before the Distribution Date, the FMC Stock Fund; less

(c) any Forfeitures credited against the Company Contribution for that contribution period.

No Company Contribution will be made with respect to Supplemental Contributions.

The applicable percentage for a Plan Year will be determined by the Company before the start of the Plan Year. It is currently anticipated that the applicable percentage will be different for Basic Contributions initially invested in the Company Stock Fund, or, for periods beginning before the Distribution Date, the FMC Stock Fund, than for Basic Contributions initially invested in other Investment Funds. The Company will communicate the applicable percentages for each Plan Year as soon as possible after they are determined.

Notwithstanding the above to the contrary, effective January 1, 2004, for each contribution period, as defined in Section 3.4.2, the Company will make a Company Contribution to the Company Contribution Account of each Matched Participant equal to 100% of all Basic Contributions made by the Matched Participant for that contribution period, less any Forfeitures credited against the Company Contribution for that contribution period. No Company Contributions will be made with respect to Supplemental Contributions or Catch-Up Contributions. Notwithstanding the foregoing, the Company reserves the right to reduce or eliminate the Company Contribution for prospective contribution periods.

3.4.2 Effective January 1, 2004, the following shall apply: the Company Contribution for each contribution period will be paid to the Funding Agent as soon as practicable. The Company Contribution will be allocated to the Company Contribution Account for each Matched Participant who made Basic Contributions during the contribution period, by multiplying the Matched Participant's own Basic Contributions for the contribution period by the Company Contribution percentage as described in Section 3.4.1 for the contribution period. Each calendar week will be a contribution period. Subject to the special provisions of Section 3.13, all Company Contributions for a Plan Year will be allocated to Matched Participants' Company Contribution Accounts no later than the due date (including all extensions) of the Company's federal tax return for the fiscal year of the Company ending with or within the Plan Year.

3.4.3 Effective January 1, 2004 through September 30, 2006, it is contemplated that all Company contributions will be invested in the Company Stock Fund, but the Company reserves the right to change the investment of Company Contributions prospectively. Effective October 1, 2006, all Company Contributions made to a Matched Participant's Company Contribution Account as a result of the Matched Participant's Basic Contributions shall be invested in the same manner that the Matched Participant has elected pursuant to Section 3.3.5 to invest such Basic Contributions.

3.5 Rollover Contributions

With the approval of the Administrator, a Participant or Eligible Employee may make a Rollover Contribution to the Plan. A Participant's Rollover Contribution will be allocated to his or her Rollover Contribution Account no later than the first day of the month following the month in which the contribution is made. A Rollover Contribution must be made in cash. If an Employee makes a contribution that was intended to be a Rollover Contribution and the Funding Agent later discovers it was not a Rollover Contribution, the Funding Agent will distribute the balance of the Participant's Rollover Contribution Account to him or her as soon as practicable.

3.6 Establishment of Accounts

3.6.1 Each Participant to whom Pre-Tax Contributions are allocated will have a Pre-Tax Contribution Account. The Pre-Tax Contribution Account will be credited with the Pre-Tax Contributions allocable to the Participant and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

3.6.2 Each Participant who makes After-Tax Contributions will have an After-Tax Contribution Account. The After-Tax Contribution Account will be credited with the After-Tax Contributions the Participant makes and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

3.6.3 Each Matched Participant who makes Basic Contributions will have a Company Contribution Account. The Company Contribution Account will be credited with any Company Contributions made on behalf of the Matched Participant under Section 3.4, and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

3.6.4 Each Participant who makes a Rollover Contribution to the Plan pursuant to Section 3.5 will have a Rollover Contribution Account. The Rollover Contribution Account will be credited with all Rollover Contributions made by the Participant and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

3.7 Limitation on Annual Additions to Accounts

(a) For purposes of this Section 3.7, the term 'annual additions' includes all Pre-Tax Contributions, After-Tax Contributions, Company Contributions and Forfeitures allocated to the Participant's Accounts for the Plan Year, but shall not include Catch-Up Contributions pursuant to Code Section 414(v) (as described in Section 3.1.1), and Excess Pre-Tax Contributions (as described in Section 3.11.4) that are distributed to the Participant by April 15th following the year for which they were contributed to the Plan.

'Annual Additions' also includes any employer and employee contributions and forfeitures allocated for the Plan Year under other defined contribution plans of the Company and the Affiliates, including (i) an individual medical benefit account (as defined in Code Section 415(l)(2)) which is a part of any such plan, or (ii) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a Key Employee (as defined in Code Section 419A(d)(3)) and under a welfare benefit fund (as defined in Code Section 419(e)) maintained by the Company.

(b) Notwithstanding any provision of the Plan to the contrary, the total annual additions allocated for any Plan Year to the Account of a Participant and to his or her accounts under any other defined contribution plan maintained by the Company or an Affiliate shall not exceed the lesser amount of (a) $40,000, as adjusted in accordance with Code Section 415(d), or (b) 100% of the Participant's Compensation, except that the compensation limitation described herein shall not apply to any employer contribution for medical benefits (within the meaning of Code Section 401(h) or 419A(f)(2)) which is otherwise treated as an 'annual addition' under Code Section 415(l)(1) or 419A(d)(2).

3.8 Reduction of Annual Additions

If the annual additions allocated to a Participant's Accounts for the Plan Year exceed the limitation described in Section 3.7, annual additions, with their earnings, will be returned to the Participant in the minimum amount necessary to meet the limitation on annual additions. Supplemental Contributions (both After-Tax Contributions and Pre-Tax Contributions, in that order) will be returned first, and if there are not enough to satisfy the limitation on annual additions, Basic Contributions (both After-Tax Contributions and Pre-Tax Contributions, in that order) will be returned. If, after all of the Participant's Supplemental and Basic Contributions have been returned, the annual additions allocated to the Participant's Account for the Plan Year still exceed the limitation described in Section 3.7, the excess amounts attributable to Company Contributions will be held in a suspense account containing the excess amounts attributable to Company Contributions for all Matched Participants, and will be used to reduce the Company Contributions for the following Plan Year (and later Plan Years, if necessary), before any Company Contributions that would be annual additions for the next Plan Year (or later Plan Years, if necessary) are made to the Plan.

3.9 Limitations on Pre-Tax Contributions, After-Tax Contributions and Company Contributions – Definitions

For purposes of Sections 3.9 through 3.15, the terms defined below have the meanings ascribed to them in this Section 3.9.

3.9.1 **Actual Contribution Percentage** means the sum of any After-Tax Contributions and Company Contributions allocated to the Eligible Participant for the Plan Year, plus any of the Eligible Participant's Pre-Tax Contributions treated as Company Contributions for the Plan Year, divided by the Eligible Participant's Plan Year Compensation, and stated as a percentage. All after-tax employee contributions and employer matching contributions made on behalf of a Highly Compensated Employee under all plans of the Company and its Affiliates will be aggregated to determine the Highly Compensated Employee's Actual Contribution Percentage. A Company Contribution that is treated as a Pre-Tax Contribution under Section 3.13.7 is subject to Section 3.13 and is not taken into account in calculating an Eligible Participant's Actual Contribution Percentage. A Company Contribution that is forfeited to correct Excess Aggregate Contributions, or because the contribution to which it relates is treated as an Excess Contribution, Excess Pre-Tax Contribution or Excess Aggregate Contribution is not taken into account in calculating the Eligible Participant's Actual Contribution Percentage. The Actual Contribution Percentage of an Eligible Participant who does not make a Pre-Tax Contribution Election or an After-Tax Contribution Election is 0.0%.

3.9.2 **Actual Deferral Percentage** means the amount of Pre-Tax Contributions allocated to the Eligible Participant for the Plan Year, divided by his or her Plan Year Compensation, stated as a percentage. In calculating the Actual Deferral Percentage, Pre-Tax Contributions include Excess Pre-Tax Contributions for Highly Compensated Employees (whether they were made under plans of unrelated employers or plans of the same or related employers) but do not include Excess Pre-Tax Contributions for Nonhighly Compensated Employees. The Actual Deferral Percentage of an Eligible Participant who does not make a Pre-Tax Contribution Election is 0.0%.

3.9.3 **Aggregate Limit** means the greater of:

(a) the sum of:

(i) 1.25 times the Average Actual Deferral Percentage or the Average Actual Contribution Percentage of the group, whichever is larger; and

(ii) two percentage points plus the Average Actual Deferral Percentage or the Average Actual Contribution Percentage of the group, whichever is less, but in no event more than twice the lesser of the group's Average Actual Deferral Percentage and its Average Actual Contribution Percentage; and

(b) the sum of:

(i) 1.25 times the Average Actual Deferral Percentage or the Average Actual Contribution Percentage of the group, whichever is less; and

(ii) two percentage points plus the Average Actual Deferral Percentage or the Average Actual Contribution Percentage of the group, whichever is larger, but in no event more than twice the larger of the group's Average Actual Deferral Percentage and its Average Actual Contribution Percentage.

For purposes of this Section 3.10.3, the "group" is the group of Eligible Participants who are Nonhighly Compensated Employees for the preceding Plan Year.

3.9.4 **Average Actual Contribution Percentage** means the average of the Actual Contribution Percentages of the Eligible Participants in a group.

3.9.5 **Average Actual Deferral Percentage** means the average of the Actual Deferral Percentages of the Eligible Participants in a group.

3.9.6 **Eligible Participant** means any Employee who is eligible to make a Pre-Tax Contribution Election or an After-Tax Contribution Election any time during the Plan Year.

3.9.7 **Excess Aggregate Contributions** means, for any Plan Year in which the Actual Contribution Percentage Test under Section 3.13 of the Plan is not satisfied, the excess of the Company and After-Tax Contributions (and any Pre-Tax Contributions or pre-tax salary deferrals under other plans, taken into account in determining the Actual Contribution Percentages) actually made on behalf of Highly Compensated Employees for the Plan Year, over the maximum amount of such contributions permitted under Section 3.13 of the Plan for the Plan Year. The amount of Excess Aggregate Contributions will be determined by first reducing the Company and After-Tax Contributions to the Highly Compensated Employees with the highest Actual Contribution Percentage by the lesser of (a) the amount necessary for the Actual Contribution Percentage of that Highly Compensated Employee to equal the Actual Contribution Percentage of the Highly Compensated Employee with the next highest Actual Contribution Percentage; and (b) the amount necessary for the Plan to satisfy the Actual Contribution Percentage Test under Section 3.13 of the Plan. This process will be repeated until the Plan satisfies the Actual Contribution Percentage Test under Section 3.13 of the Plan. Then, the aggregate amount of such reductions will be distributed by reducing the Company and After-Tax Contributions for the Highly Compensated Employee with the highest combined dollar amount of Company and After-Tax Contributions by the lesser of (a) the amount necessary for the dollar amount of that Highly Compensated Employee's combined Company and After-Tax Contributions to equal the combined dollar amount of the Company and After-Tax Contributions of the Highly Compensated Employee with the next highest combined dollar amount of Company and After-Tax Contributions; and (b) the amount necessary for the Plan to satisfy the Actual Contribution Percentage Test. For each Highly Compensated Employee's reductions, the Administrator will begin by making reductions in his or her Company Contributions, and will reduce the Highly Compensated Employee's After-Tax Contributions only if his or her Company Contributions for the Plan Year have been reduced to zero and it is still necessary to reduce his or her Plan Year contributions. The amount of any Highly Compensated Employee's Excess Aggregate Contributions is calculated after determining the Excess Contribution to be recharacterized as After-Tax Contributions for the Plan Year. To the extent required, if the Aggregate Limit in Section 3.9.3 of the Plan is exceeded, further reduction of the Actual Deferral Percentage for all Highly Compensated Employees will be made in a similar manner so that the Aggregate Limit is not exceeded.

3.9.8 **Excess Contributions** means for any Plan Year in which the Actual Deferral Percentage Test under Section 3.12 of the Plan is not satisfied, the excess of the Pre-Tax Contributions (and any Company Contributions taken into account in determining the Actual Deferral Percentages) actually made on behalf of Highly Compensated Employees for the Plan Year, over the maximum amount of such contributions permitted under Section 3.12 of the Plan for the Plan Year. The amount of Excess Contributions will be determined by first reducing the Pre-Tax Contributions of the Highly Compensated Employee with the highest Actual Deferral Percentage by the lesser of (a) the amount necessary for the Actual Deferral Percentage of that Highly Compensated Employee to equal the Actual Deferral Percentage of the Highly Compensated Employee with the next highest Actual Deferral Percentage; and (b) the amount necessary for the Plan to satisfy the Actual Deferral Percentage Test under Section 3.13 of the Plan. This process will be repeated until the Plan satisfies the Actual Deferral Percentage Test under Section 3.12 of the Plan. Then, the aggregate amount of such reductions will be distributed by reducing the Pre-Tax Contributions for the Highly Compensated Employee with the highest dollar amount of Pre-Tax Contributions by the lesser of (a) the amount necessary for the dollar amount of that Highly Compensated Employee's Pre-Tax Contributions to equal the Pre-Tax Contributions of the Highly Compensated Employee with the next highest dollar amount of Pre-Tax Contributions; and (b) the amount necessary for the Plan to satisfy the Actual Deferral Percentage Test.

3.9.9 **Excess Pre-Tax Contribution** means the amount of Pre-Tax Contributions for a calendar year that are includible in a Participant's gross income under Code Section 402(g) because the Participant's elective deferrals exceed the dollar limitation under Code Section 402(g) as determined under Sections 3.11 and 3.12.

3.10 Maximum Amount of Pre-Tax Contributions

The total amount of Pre-Tax Contributions, 401(k) contributions under another qualified plan, and deferrals under a Code Section 403(b) annuity, a simplified employee pension and/or a simple retirement account allocated to a Participant in any calendar year cannot exceed the dollar limitation in effect under Code Section 402(g) for that year.

3.11 Correction of Excess Pre-Tax Contributions

3.11.1 Excess Pre-Tax Contributions, as adjusted per Section 3.12.2, will be distributed to each Participant on whose behalf they were made no later than the first April 15 following the close of the taxable year of the Participant for which they were allocated. In no event may the amount distributed under this Section 3.12 exceed the Participant's total Pre-Tax Contributions (as adjusted under Section 3.12.2 for income and losses allocable to them) for the taxable year for which he or she had Excess Pre-Tax Contributions.

3.11.2 The Excess Pre-Tax Contributions to be distributed to a Participant will be adjusted for income or losses through the close of the Plan Year for which they were made, with such income or losses determined in a nondiscriminatory manner (within the meaning of Code Section 401(a)(4)) consistent with the valuation of Participant Accounts under Section 10.4. Notwithstanding the preceding to the contrary, effective January 1, 2006, the Excess Pre-Tax Contributions to be distributed to a Participant will be adjusted for income or losses up to the date of the distribution of such Excess Pre-Tax Contributions; however, such income or losses may be determined on a date that is not more than 7 days before such distribution.

3.11.3 If a Participant has Excess Pre-Tax Contributions, but only when taking into account his or her pre-tax contributions under another plan, in order to receive a distribution of Excess Pre-Tax Contributions, he or she must make a written claim to the Administrator no later than the March 15 following the taxable year of the Participant for which the contributions were made. The claim must specify the amount of the Participant's Excess Pre-Tax Contributions for the preceding taxable year and be accompanied by the Participant's written statement that if those amounts are not distributed, the Participant's Pre-Tax Contributions, when added to amounts deferred under other plans or arrangements described in Code Sections 401(k), 402(h)(1)(B) (a simplified employee pension), 403(b) (an annuity plan) or 408(p)(2)(A)(i) (a simple retirement plan) will exceed the limit imposed on the Participant by Code Section 402(g) for the year in which the deferral occurred.

3.11.4 Excess Pre-Tax Contributions distributed prior to the first April 15 following the close of the Participant's taxable year will not be treated as Annual Additions under Section 3.7 for the preceding Limitation Year.

3.11.5 Any Pre-Tax Contributions that are properly distributed under Section 3.8 as excess Annual Additions are disregarded in determining if there are any Excess Pre-Tax Contributions.

3.12 Actual Deferral Percentage Test

3.12.1 The Average Actual Deferral Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year may not exceed the greater of:

(a) the Average Actual Deferral Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by 1.25; and

(b) the lesser of:

(i) the Average Actual Deferral Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by two and

(ii) the Average Actual Deferral Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year plus two percentage points.

3.12.2 The provisions of Code Section 401(k)(3) are incorporated by reference.

3.12.3 If this Plan satisfies the requirements of Code Sections 401(a)(4), 401(k), and 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of those Code sections only if aggregated with this Plan, then this Section 3.13 is applied by determining the Actual Deferral Percentages of Eligible Participants as if all the plans were a single plan.

3.12.4 The Administrator also may treat one or more plans as a single plan with the Plan whether or not the aggregated plans must be aggregated to satisfy Code Sections 401(a)(4) and 410(b). However, those plans must then be treated as one plan under Code Sections 401(a)(4), 401(k), and 410(b). Plans may be aggregated under this Section 3.13.4 only if they have the same plan year.

3.12.5 Pre -Tax Contributions may be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

3.12.6 The determination and treatment of the Pre-Tax Contributions and Actual Deferral Percentage of any Participant must satisfy all requirements prescribed by the Secretary of the Treasury, including, without limitation, record retention requirements.

3.12.7 The Administrator will limit the election and allocation of Pre-Tax Contributions in order to avoid the creation of Excess Contributions. If and to the extent necessary or desirable, the Administrator will recharacterize Excess Contributions as After-Tax Contributions, or will distribute Excess Contributions. Recharacterized Excess Contributions will be treated as required in Treasury Regulations Section 1.401(k)-1(f)(3). The Administrator will recharacterize Excess Contributions within two and one-half months after the close of the Plan Year in which they arose. A distribution of Excess Contributions will normally be made within the same time frame. At all events, a corrective distribution of Excess Contributions must be made no later than 12 months after the end of the Plan Year in which they arose, and will include income allocable to the excess Contributions for the Plan Year in which they arose; provided, effective January 1, 2006, such Excess Contributions shall be adjusted for income or losses up to the date of the distribution of such Excess Contributions; however, such income or losses may be determined on a date that is not more than 7 days before such distribution. The method used to determine the income allocable to Excess Contributions that are distributed will not violate Code Section 401(a)(4), and will be applied consistently for all Participants and all corrective distributions for any Plan Year. Any distribution to a Participant of less than the entire amount of his or her Excess Contributions will be treated as a pro rata distribution of Excess Contributions and income. The Administrator may combine the correction methods described in this Section 3.12.7. The amount of Excess Contributions to be recharacterized or distributed to a Participant under this Section 3.13.7 will be reduced by any Excess Pre-Tax Contributions previously distributed to the Participant for his or her taxable year ending with or within the Plan Year. Similarly, the amount of Excess Pre-Tax Contributions to be distributed for a Participant's taxable year will be reduced by the amount of any Excess Contributions previously distributed or recharacterized as to that Participant for the Plan Year beginning with or within the Participant's taxable year.

3.12.8 Effective January 1, 2006, for purposes of this Section 3.12, if a Highly Compensated Employee is a Participant under two or more cash or deferred arrangements, all such cash or deferred arrangements shall be treated as one cash or deferred arrangement for the purpose of determining the Average Actual Deferral Percentage with respect to such Highly Compensated Employee. However, if the cash or deferred arrangements have different Plan Years, then all Pre-Tax Contributions made during the Plan Year being tested under all such cash or deferred arrangements shall be aggregated, without regard to the plan years of the other plans. Notwithstanding the foregoing, plans that are not permitted to be aggregated under Treas. Reg. section 1. 401(k) – 1(b)(4) are not required to be aggregated for purposes of this Section 3.12.8.

3.13 Actual Contribution Percentage Test

3.13.1 The Average Actual Contribution Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year may not exceed the greater of:

(a) the Average Actual Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by 1.25; and

(b) the lesser of:

(i) the Average Actual Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by two; and

(ii) the Average Actual Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year plus two percentage points.

3.13.2 The provisions of Code Section 401(m)(2) are incorporated by reference.

3.13.3 If this Plan satisfies the requirements of Code Section 401(a)(4), 401(k) and 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of those Code sections only if aggregated with this Plan, then this Section 3.14 is applied by determining the Actual Contribution Percentage of Eligible Participants as if all the plans were a single plan.

3.13.4 The Administrator also may treat one or more plans as a single plan with the Plan, whether or not the aggregated plans must be aggregated to satisfy Code Sections 401(a)(4) and 410(b). However, those plans must then be treated as one plan under Code Sections 401(a)(4), 401(m) and 410(b). Plans may be aggregated under this Section 3.14.4 only if they have the same plan year.

3.13.5 An After-Tax Contribution is considered made for a Plan Year if it is deducted from the Participant's Compensation during the Plan Year and transmitted to the Trustee within a reasonable period after that. A Company Contribution is considered made for a Plan Year if it is allocated to a Matched Participant's Account as of a date within the Plan Year, is actually paid to the Trust no later than 12 months after the Plan Year, and is made on account of the Matched Participant's Basic Contributions for the Plan Year. A Pre-Tax Contribution may be considered made under this Section 3.14 for a Plan Year if it is recharacterized for purposes of Section 3.13, and if it is includible in the gross income of the Participant as of a date during that Plan Year. A recharacterized Pre-Tax Contribution is includible in a Participant's gross income as of the date it would have been paid to the Participant, had the Participant not elected to defer it into the Plan.

3.13.6 The determination and treatment of After-Tax and Company Contributions and the Actual Contribution Percentage of any Participant must satisfy all requirements prescribed by the Secretary of Treasury, including, without limitation, record retention requirements.

3.13.7 The Administrator will limit the making of After-Tax Contributions in order to avoid the creation of Excess Aggregate Contributions. If and to the extent necessary or desirable, the Administrator will forfeit any Excess Aggregate Contributions that were Company Contributions and that were not vested, and will distribute to the Participant who made them any Excess Aggregate Contributions that were After-Tax Contributions, and will distribute to the Matched Participant to whom they were allocated any Excess Aggregate Contributions that were Company Contributions and were vested. A distribution of Excess Aggregate Contributions will normally be made within two and one-half months after the close of the Plan Year in which they arose. At all events, a corrective distribution of Excess Aggregate Contributions must be made no later than 12 months after the end of the Plan Year in which they arose, and will be adjusted for income allocable to the Excess Aggregate Contributions for the Plan Year in which they arose; provided, effective January 1, 2006, such Excess Aggregate Contributions shall be adjusted for income or losses up to the date of the distribution of such Excess Aggregate Contributions; however, such income or losses may be determined on a date that is not more than 7 days before such distribution. The method used to determine the income allocable to any Excess Aggregate Contributions that are distributed will not violate Code Section 401(a)(4), and will be applied consistently for all Participants and all corrective distributions for any Plan Year. Any distribution to a Participant of less than the entire amount of his or her Excess Aggregate Contributions will be treated as a pro rata distribution of Excess Aggregate Contributions and income. The Administrator may combine the correction methods described in this Section 3.14.7.

3.13.8 Effective January 1, 2006, for purposes of this Section 3.13, if a Highly Compensated Employee is a Participant under two or more cash or deferred arrangements, all such cash or deferred arrangements shall be treated as one cash or deferred arrangement for the purpose of determining the Average Actual Contribution Percentage with respect to such Highly Compensated Employee. However, if the cash or deferred arrangements have different Plan Years, then all After-Tax Contributions and Company Contributions made during the Plan Year being tested under all such cash or deferred arrangements shall be aggregated, without regard to the plan years of the other plans.

ARTICLE IV

Vesting

4.1 Vesting in After-Tax, Pre-Tax and Rollover Contributions Accounts

A Participant is always 100% vested in the balance of his or her After-Tax Contribution Account, Pre-Tax Contribution Account and Rollover Contribution Account.

4.2 Vesting in Company Contribution and Contingent Accounts

4.2.1 A Participant becomes vested in any balance of his or her Company Contribution Account and Contingent Account according to the following Schedule:

Years of Service	Percent
Fewer than 2	0%
2 but fewer than 3	20%
3 but fewer than 4	40%
4 but fewer than 5	60%
5 or more	100%

4.2.2 Notwithstanding the foregoing, a Participant will become 100% vested in the balance of his or her Company Contribution Account and Contingent Account if:

(a) he or she reaches age 55 while employed by the Company or one of its Affiliates;

(b) he or she separates from service due to Disability;

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

(d) he or she ceases to be an Employee because of the permanent shutdown of a single site of employment or of one or more facilities or operating unites within a single site of employment; or

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

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

4.3 Forfeitures

4.3.1 A Participant forfeits the non-vested portion of his or her Company Contribution and Contingent Accounts on the earlier of: (a) the date as of which he or she receives a distribution of his or her entire Company Contribution and Contingent Accounts and (b) the date his or her Period of Separation equals five years. The nonvested amount so forfeited is a Forfeiture. If the Participant incurs a Forfeiture under clause (a) above and his or her Period of Separation is shorter than five years, the Forfeiture is restored, and the Period of Separation counts towards the Participant's Years of Service, along with service before and after the Period of Separation, in determining the Participant's Years of Service for purposes of Section 4.2. If the Period of Separation is five years or longer, the Forfeiture will not be restored, but the Period of Separation counts towards the Participant's Years of Service, along with service before and after the Period of Separation, in determining the Participant's Years of Service for purposes of Section 4.2. If a Participant begins a Period of Separation by way of a maternity or paternity leave, this Section 4.3.1 will be read by substituting the number 'six' for the number 'five' wherever the latter number appears. A 'maternity or paternity leave' is an absence from work because of the Participant's pregnancy, the birth of a child to or placement of a child for adoption with the Participant, or the need to care for the Participant's child immediately following its birth to or placement with the Participant.

4.3.2 Amounts that become Forfeitures during a month will be used to restore Forfeitures to rehired Participants as provided in Section 4.3.1. Any remaining Forfeitures during a month will be used to pay the administrative expenses of the Plan in the following order: Trustee's fees, communications to Participants, nondiscrimination testing, qualified domestic relations order administration, enrollment fees, required minimum distribution fees, auditors' fees, consulting and legal fees and other similar administrative expenses. Any remaining Forfeitures during a month will be used to reduce the Company's obligation to make Company Contributions in that month or succeeding months. Any remaining Forfeitures during a month will be used to pay fees associated with Participant communications to Participants involved in an acquisition or divestiture and Participant Account adjustments, as determined by the Committee or its delegate. While awaiting allocation, until such time as the Company applies Forfeitures to the purposes described above, they will be invested in a default fund selected by the Company.

ARTICLE V

Timing of Distributions to Participants

5.1 Separation from Service

Upon his or her separation from service with the Company and all Affiliates for any reason, a Participant will be entitled to receive the vested portion of his or her Account Balance, determined in accordance with the provisions of Article IV and the valuation rules established for each Investment Fund. The date as of which the Participant's Account Balance is determined will be the Valuation Date preceding the date of distribution.

5.2 Start of Benefit Payments

5.2.1 Except as provided in Sections 5.2.2 and 5.2.3, unless a Participant otherwise elects, payment of benefits will begin no later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

(a) the Participant's 65th birthday;

(b) the 10th anniversary of the year in which the Participant commenced participation; and

(c) the Participant's separation from service.

If the amount of benefits payable to or in respect of a Participant cannot be determined by the benefit commencement date described in the preceding sentence, or if the Administrator cannot locate the Participant (or, if the Participant has died, his or her Beneficiary) after making a reasonable effort to do so, benefit payments will begin no later than 60 days after the amount of the Participant's benefits can first be determined or the Participant (or his or her Beneficiary) is located, in the amount necessary to bring the payments up to date, as if they had begun on the benefit commencement date described in the preceding sentence.

5.2.2 The Participant's Account Balance will be distributed as soon as practicable after the Participant elects a distribution following the Participant's separation from service. Effective prior to January 1, 2005, upon separation of service, a Participant may elect to defer distribution of the Participant's Account Balance until a date that is no later than the Participant's Required Beginning Date only if such Account Balance exceeds $5,000. Effective January 1, 2005, the Participant may elect to defer distribution of his or her Account Balance until a date no later than his or her Required Beginning Date. A Participant will be deemed to have elected to defer payment of benefits from the Plan until the date the Participant requests a distribution from the Plan in a manner consistent with the uniform and nondiscriminatory rules established by the Administrator.

5.2.3 Notwithstanding any other provision of this Plan, a Participant must begin to receive his or her benefit no later than his or her Required Beginning Date. The amount to be distributed each year will be the minimum amount required to satisfy Code Section 401(a)(9) and the regulations promulgated thereunder, determined with no recalculation of life expectancy. The Required Beginning Date of a Participant is April 1 of the calendar year following the later of the calendar year in which the Participant reaches age 70 1/2 or, retires. Notwithstanding any other provision of this Section 5.2.3, if a Participant is a five percent owner (as defined in Code Section 416) for the Plan Year ending in the calendar year in which he or she reaches age 70 1/2, his or her Required Beginning Date is April 1 of the following calendar year.

5.2.4 Notwithstanding any other provision of this Plan, all Plan distributions will comply with Code Section 401(a)(9), including Department of Treasury Regulation Section 1.401(a)(9)-2 through 1.401(a)(9)-9, as promulgated under Final and Temporary Regulations published in the Federal Register on April 17, 2002 (the '401(a)(9) Regulations'), with respect to minimum distributions under Code Section 401(a)(9). In addition, the benefit payments distributed to any Participant will satisfy the incidental death benefit provisions under Code Section 401(a)(9)(G) and Department of Treasury Regulation Section 1.401(a)(9)-5(d), as promulgated in the 401(a)(9) Regulations.

5.2.5 If the Participant dies after beginning distribution of his or her Account Balance, the remainder of the Account Balance will be payable in accordance with Section 7.1. Notwithstanding the foregoing, the Participant's Account Balance must continue to be distributed at least as rapidly as under the method of distribution in effect before the Participant died.

5.2.6 If the Participant dies before beginning distribution of his or her Account Balance, the Participant's Account Balance will be distributed as provided under Section 7.1, but distribution must be completed within five years after the Participant dies. Notwithstanding the foregoing, the Participant's Beneficiary may receive the Account Balance over his or her life or over a period not extending beyond his or her life expectancy, so long as distribution begins within one year after the Participant dies, or, if the Beneficiary is the Participant's Surviving Spouse, by the date the Participant would have reached age 70-1/2. Furthermore, if the Participant's Surviving Spouse is the Beneficiary and dies before distribution begins, the next Beneficiary to take may receive benefits over his or her life or a period not exceeding his or her life expectancy, so long as distribution begins by the date the Surviving Spouse would have reached age 70-1/2.

5.3 Distribution of Amounts held in a Participant's Pre-Tax Contribution Account.

Effective January 1, 2006, amounts held in a Participant's Pre-Tax Contribution Account are not distributable earlier than upon:

(1) the Participant's severance from employment. Notwithstanding anything herein to the contrary, a severance from employment shall not occur when an individual changes status from an Eligible Employee to a Leased Employee;

(2) the Participant's death;

(3) the Participant's Disability;

(4) the Participant's attainment of age 59-1/2;

(5) the proven financial hardship of the Participant as described in Section 6.6.3; or

(6) the termination of the Plan without the "employer" maintaining an "alternative defined contribution plan" at any time during the period beginning on the date of plan termination and ending 12 months after all assets have been distributed from the Plan. Such a distribution must be made in a "lump sum." For purposes of this Section, the terms "employer," "alternative defined contribution plan," and "lump sum" are as defined under Treasury Regulation Section 1.401(k)-1(d)(4).

ARTICLE V-A

Required Minimum Distributions For Calendar Years Beginning On Or After January 1, 2003

Section 5-A.1 General Rules.

5-A.1.1. Effective Date. The provisions of this Article 5-A will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year, as well as required minimum distributions for the 2002 calendar year that are made on or after January 1, 2002.

5-A.1.2. Coordination With Minimum Distribution Requirements Previously in Effect. Required minimum distributions for 2002 under this Article 5-A will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article 5-A, equals or exceeds the required minimum distributions determined under this Article 5-A, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article 5-A is less than the amount determined under this Article 5-A, then required minimum distributions for 2002 on or after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Article 5-A.

5-A.1.3. Precedence. The requirements of this Article 5-A will take precedence over any inconsistent provisions of the Plan.

5-A.1.4. Requirements of Treasury Regulations Incorporated. All distributions required under this Article 5-A will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

5-A.1.5. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article 5-A, other than Section 5-A.1.4, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 5-A.2 Time and Manner of Distribution.

5-A.2.1. Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

5-A.2.2. Death of Participant Before Distribution Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(b) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this Section 5-A.2.2, other than section 5-A.2.2(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 5-A.2.2 and Section 5-A.4, unless Section 5-A.2.2(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 5-A.2.2(d) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse

under Section 5-A.2.2(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 5-A.2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

5-A.2.3. Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 5-A.3 and 5-A.4. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code of the Treasury regulations.

Section 5-A.3 Required Minimum Distributions During Participant's Lifetime.

5-A.3.1. Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(b) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.4019a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

5-A.3.2. Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 5-A.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

Section 5-A.4 Required Minimum Distributions After Participant's Death.

5-A.4.1. Death On or After Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the Surviving Spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reducing by one for each subsequent year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

5-A.4.2. Death Before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 5-A.4.1.

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 5-A.2.2.(a), this Section 5-A.4.2 will apply as if the Surviving Spouse were the Participant.

Section 5-A.5 Definitions.

5-A.5.1. Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

5-A.5.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 5-A.2.2. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

5-A.5.3. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

5-A.5.4. Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of the dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

5-A.5.5. Required Beginning Date. The date specified in Section 5.2.3 of the Plan.

ARTICLE VI
Death Benefits

6.1 Cashout of Small Amounts

Effective prior to January 1, 2005, and notwithstanding any other Plan provision, if a Participant's Account Balance is not larger than $5,000 the Account Balance will be paid in one lump sum to the Participant as soon as practicable after the Participant's separation from service, without his or her consent or the consent of his or her spouse. Effective January 1, 2005, this Section 6.1 shall be of no further force and effect.

6.2 Medium of Distribution

A Participant's Account Balance will be distributed by check to the Participant or Beneficiary entitled to it (or to his or her designated agent). Alternatively, as to any amount invested in the Company Stock Fund and the FMC Stock Fund at the time of distribution, the Participant or, where applicable, his or her Beneficiary, may request a certificate representing the whole shares of Company Stock and/or FMC Stock held for him or her, and a check representing any fractional share. The Administrator will establish uniform and nondiscriminatory rules governing the timing, content and manner of elections under this Section 6.2.

6.3 Forms of Benefit

6.3.1 A Participant or Beneficiary may elect to have his or her Account Balance distributed in any of the forms described below.

(a) **Lump Sum**: This form of benefit pays the entire Account Balance in one payment.

(b) **Installments for a Fixed Period**: The Participant or Beneficiary may elect to receive annual, quarterly or monthly installments over a fixed period of 20 years or less.

(c) **Installments over Life Expectancy**: The Participant or Beneficiary may elect to receive annual, quarterly or monthly installments over his or her life expectancy or over the joint life expectancy of the Participant and his or her Beneficiary.

6.3.2 If the Participant chooses to receive installments, the size of each installment will be calculated by dividing the Account Balance determined as of the date described in Section 5.1 by the total number of installments remaining to be paid.

6.3.3 The Administrator will establish uniform and nondiscriminatory rules governing the timing, content and manner of elections under this Section 6.3.

6.3.4 No installment election under this Plan will permit payments to be made over a period longer than the Participant's life expectancy or the joint life expectancy of the Participant and his or her Beneficiary. A Participant may not elect any stream of installments providing payments to a Beneficiary who is other than his or her spouse, unless the amount distributed each year equals or exceeds the quotient obtained by dividing the Participant's Account Balance by the divisor determined under Department of Treasury Regulation Section 1.401(a)(9)-2. Further, the amount of the periodic payment made to a Beneficiary cannot under any circumstances be larger than the amount of the periodic payment made to the Participant.

6.4 Change in Form, Timing or Medium of Benefit Payment

Any former Employee or former employee of FMC who is a Participant and who has chosen to defer payment of his or her Account Balance may request a change in the form, timing or medium in which his or her Account Balance will be paid, so long as the revised election conforms to Section 6.3. Once benefit payments have begun, no Participant may change the form, timing or medium of payment of his or her Account Balance.

6.5 Direct Rollover of Eligible Rollover Distributions

6.5.1 Notwithstanding any provision of the Plan, a Distributee may elect, at the time and in the manner prescribed below, to have any portion of an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan specified by the Distributee.

6.5.2 At least 30, but no more than 90, days before the Annuity Starting Date, the Administrator will furnish the Participant with a notice containing information regarding his or her right to take distribution directly or to elect a Direct Rollover, and some of the federal tax consequences of the alternative types of distribution. The notice must meet the requirements of Code Section 402(f). The Administrator will give the Participant an election period of at least 30 days to decide whether to elect a Direct Rollover. Notwithstanding the foregoing, the election period may end immediately after the Participant makes an affirmative election as to whether to receive the distribution directly or in the form of a Direct Rollover, so long as the Participant is properly informed of his or her right to a full 30-day election period, and waives the remainder of the election period.

6.5.3 Effective January 1, 2007, and notwithstanding any provision herein to the contrary, with respect to any portion of a distribution from the Plan of a deceased Employee, an individual who is the designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Employee and who is not the Surviving Spouse of the Employee shall be permitted to make a direct trustee-to-trustee transfer of the distribution to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) established for the purposes of receiving the distribution on behalf of such designated Beneficiary. In such event, the transfer shall be treated as an Eligible Rollover Distribution, the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)) and Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such individual retirement plan.

6.6 In-service and Hardship Withdrawals

6.6.1 An active Participant who has reached age 59 1/2 may elect to withdraw all or any part of his or her Account. The Administrator will establish uniform and nondiscriminatory procedures for requesting, granting and processing in-service withdrawals under this Section 6.6.1, which may include telephonic or electronic procedures, as and to the extent permitted by applicable law or regulation.

6.6.2 An active Participant who has not reached age 59 1/2 may make a withdrawal of the following portions of the Participant's Account Balance in the order listed below:

(a) all or part of the After-Tax Contributions he or she made to the FMC Plans after March 31, 1986 and before January 1, 1987;

(b) all earnings or appreciation attributable to After-Tax Contributions he or she made to the FMC Plans after March 31, 1986 and before January 1, 1987;

(c) all or part of the After-Tax Contributions he or she made to the FMC Plans or to the Plan after December 31, 1986;

(d) all or part of his or her After-Tax Contributions made to the FMC Plans before April 1, 1982, or, if less, the amount in the Participant's After-Tax Contribution Account allocable to those contributions;

(e) any amount remaining in the Participant's After-Tax Contribution Account that is allocable to After-Tax Contributions made to the FMC Plans before April 1982;

(f) all earnings or appreciation attributable to the After-Tax Contributions he or she made to the FMC Plans or to the Plan after December 31, 1986;

(g) all the vested value of his or her Contingent Account; and

(h) all of the current value of vested Company Contributions and FMC contributions made as to After-Tax Contributions he or she made to the Plan or FMC Plans after December 31, 1986.

The Administrator will establish uniform and nondiscriminatory procedures for requesting, granting and processing in-service withdrawals under this Section 6.6.2, which may include electronic or telephonic procedures, as and to the extent permitted by applicable law or regulation.

6.6.3 An active Participant may make a hardship withdrawal from his or her Pre-Tax Contribution Account if he or she demonstrates to the Administrator that the withdrawal is necessary to satisfy the Participant's immediate and heavy financial need. A hardship withdrawal cannot exceed 100% of such Participant's Pre-Tax Contribution Account (excluding adjustment for any income credited to such Participant's Pre-Tax Contribution Account) at the date of the withdrawal. In addition, the minimum hardship withdrawal permitted is $500, or, if less, the total amount of a Participant's Pre-Tax Contribution Account (excluding adjustment for any income credited to such Participant's Pre-Tax Contribution Account) at the date of withdrawal.

(a) A distribution is on account of an immediate and heavy financial need if it is for:

(1) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(2) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) Payment of tuition, related educational fees and room and board expenses for up to the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents (as defined in Code Section 152, determined without regard to Code Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B));

(4) Payments necessary to prevent the Participant's eviction from his or her principal residence, or foreclosure on the mortgage on the Participant's principal residence;

(5) Payments for funeral (and effective January 1, 2006, burial) expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, determined without regard to Code Section 152(d)(1)(B));

(6) Legal expenses incurred by the Participant in obtaining a divorce;

(7) Effective January 1, 2006, expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income);

(8) Expenses incurred by the Participant in remedying an uninsured property loss;

(9) Expenses incurred by the Participant in adopting or attempting to adopt a child;

(10) Emergency expenses of the Participant in personal bankruptcy; or

(11) Other expenses deemed by the Administrator to constitute an immediate and heavy financial need and formally adopted under the rules of the Administrator as eligible for a hardship withdrawal.

(b) In the event that the Administrator determines that a Participant has an immediate and heavy financial need in accordance with Section 6.6.3(a), a hardship withdrawal may be made from the Plan only if the amount of such distribution is considered as necessary to satisfy such immediate and heavy financial need of the Participant pursuant to the following standards:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution), and

(2) The Participant makes a representation (made in writing or such other form as may be prescribed the Commissioner of the Internal Revenue Service), unless the Employer has actual knowledge to the contrary, that such immediate and heavy financial need cannot reasonably be relieved (i) through reimbursement or compensation by insurance or otherwise; (ii) by liquidation of the Participant's assets, (iii) by cessation of Pre-Tax Contributions under the Plan; (iv) by other currently available distributions (including distribution of ESOP dividends under Code Section 404(k)) and nontaxable (at the time of the loan) loans, under plans maintained by the Participating Employer or any other employer; or (v) by borrowing from commercial sources on reasonably commercial terms in an amount sufficient to satisfy the need.

6.6.4 The Administrator will establish uniform and nondiscriminatory procedures for requesting, granting and processing hardship withdrawals.

6.7 Loans

6.7.1 An active Participant may submit an application to the Administrator to borrow from his or her Account (on such uniform and nondiscriminatory terms and conditions as the Administrator shall prescribe) an amount, when added to the amount of any then outstanding loan, does not exceed the lesser of:

(a) $50,000, reduced by the excess (if any) of the Participant's highest outstanding Plan loan balance during the one-year period ending on the day before the loan is made over the Participant's outstanding Plan loan balance on the day the loan is made; and

(b) 50% of the Participant's Account as of the Valuation Date coincident with or immediately preceding the date the Administrator receives the application.

In calculating the Participant's loan limit, all loans from qualified plans of the Company and all Affiliates will be aggregated.

6.7.2 Each loan granted under the Plan will meet the following requirements:

(a) it must be evidenced by a negotiable promissory note;

(b) the rate of interest payable on the unpaid balance of the loan will be reasonable;

(c) the amount of the loan must be at least $1,000;

(d) the loan, by its terms, must require repayment within five years;

(e) the loan will be secured by the Participant's interest in the Account Balance of his or her Account, but not to exceed 50% of such Account; and

(f) the loan must be repaid through payroll deduction, or, if the loan has been outstanding for at least three months, the Participant may make one payment by check or money order of the full amount of principal and interest then outstanding.

6.7.3 If a Participant is granted a loan, a "Loan Account" will be established for the Participant. All Loan Accounts will be held by the Funding Agent, as part of the Trust Fund. The loan amount will be transferred from a Participant's other Accounts according to uniform and nondiscriminatory ordering rules adopted by the Administrator, and will be disbursed from the Loan Account. Principal and interest payments of a loan will be credited initially to the Loan Account of the Participant, and will be transferred as soon as reasonably practicable thereafter to the other Accounts of the Participant according to uniform and nondiscriminatory ordering rules adopted by the Administrator. All fees and expenses incurred in connection with a loan obligation of a Participant will be borne solely by the Participant's Account.

6.7.4 Loan repayments will be made through payroll withholding during a Participant's employment. Each Participant who requests a loan consents to such payroll withholding for repayment of the loan. Upon termination of employment, a Participant may elect to continue to repay the loan under such uniform and nondiscriminatory rules as the Administrator has established. The Administrator will cease payroll reduction for loan repayments as soon as reasonably practicable after receipt of a court order to do so in the event of a Participant's bankruptcy, and the loan will immediately be deemed to be in default. Any fees and expenses incurred in connection with a loan and loss caused by nonpayment or other default on a loan obligations will be borne solely by the Loan Account of the Participant. A default will constitute a taxable event to the Participant, necessitating certain reporting obligations on the Administrator's part, and the note evidencing a loan in default will be executed upon and processed in accordance with the uniform and nondiscriminatory rules adopted by the Administrator. A Participant's loan repayments will, at his or her request, be suspended during the time he or she is absent as a result of qualifying military service (as determined under USERRA), as permitted under Code Section 414(u)(4).

6.7.5 A Participant may not have more than two loans outstanding at any given time.

6.7.6 Upon termination of employment, a Participant who has an outstanding loan under the Plan must repay his or her loan in a lump sum or the loan will be in default. Notwithstanding the above, the Committee (or its delegate) may, in its sole discretion, allow terminated Participants to continue to repay loans under such uniform and nondiscriminatory rules as the Committee (or its delegate) determines.

ARTICLE VII

Death Benefit

7.1 Payment of Account Balance

7.1.1 Subject to the provisions of Section 5.2, if a Participant dies before payment of his or her Account Balance has begun, his or her Account Balance will be paid to the Participant's Beneficiary in the form of benefit chosen by the Beneficiary under Sections 6.2 and 6.3. The Beneficiary of a Participant who is married on the date of his or her death will be the Participant's Surviving Spouse, unless the Participant has designated another Beneficiary and the Surviving Spouse consented to the designation, both as provided in Section 7.3.

7.2 Failure to Name a Beneficiary

If a Participant fails to name a Beneficiary and dies before payment of his or her Account Balance begins, or if no designated Beneficiary survives the Participant, the Administrator will pay any amounts due after the Participant's death to the Participant's surviving spouse or, if there is no surviving spouse, to the Participant's surviving children, in equal shares. If the Participant leaves behind no surviving spouse or children, the Administrator will pay any amounts then due to the Participant's estate.

7.3 Waiver of Spousal Beneficiary Rights

7.3.1 A Participant may designate someone other than his or her Surviving Spouse as his or her primary Beneficiary only if the designation or election meets the requirements of this Section 7.3 outlined below.

7.3.2 The Administrator will provide each Participant with a written explanation of:

(a) the right of the Participant to name someone other than his or her Surviving Spouse as a Beneficiary;

(b) the right of the Participant's spouse to be named as the primary Beneficiary for all of the Participant's Account Balance and the effect of waiving that right; and

(c) the Participant's right to revoke a previous designation of someone other than the Surviving Spouse as a Beneficiary, and the effect of such a revocation.

7.3.3 A designation of someone other than the Surviving Spouse as a primary Beneficiary will be effective only if it is made in writing and consented to by the Participant's spouse, with the spouse's consent witnessed by a notary public or the Administrator. Any subsequent change of Beneficiary to an individual who is not the Participant's Surviving Spouse must also be in writing and consented to by the Participant's spouse, with the spouse's consent witnessed by a notary public or the Administrator. Spousal consent is not necessary if the Participant establishes to the satisfaction of a Plan representative that the Participant does not have a spouse, or that the Participant's spouse cannot be located. Spousal consent is also unnecessary if the Participant produces a court order to the effect that the Participant is legally separated from his or her spouse or has been abandoned by the spouse, within the meaning of the law of the Participant's state of residence, unless a qualified domestic relations order requires otherwise. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian may give the spouse's consent, even if the legal guardian is the Participant. A spouse's consent will be valid only as to that spouse, and an election deemed effective without the spouse's consent will be valid only as to the spouse designated as to that election. A Participant may revoke a prior designation of someone other than the Surviving Spouse as a primary Beneficiary without the consent of his or her spouse, and may revoke such a designation an unlimited number of times.

7.3.4 A Participant's former spouse will be treated as the spouse or Surviving Spouse only to the extent provided under a qualified domestic relations order as described in Code Section 414(p).

ARTICLE VIII

Special Forms of Benefit and Death Benefit Terms for Certain Participants Prior to 2002

8.1 Applicability

For periods prior to January 1, 2002, the provisions of this Article VIII apply, instead of Sections 6.3, 6.4, 7.1, 7.2 and 7.3, to the entire Account Balance of each Participant who was: (a) a participant in the FMC Corporation Savings and Investment 401(k) Plan for Bargaining Unit Employees ("FMC Unmatched Plan") immediately before his or her collective bargaining unit became covered under the FMC Corporation Savings and Investment ("FMC Matched Plan") Plan, and whose account balance in the FMC Unmatched Plan was transferred to the FMC Matched Plan; or (b) transferred to FMC as part of its acquisition from Stein, Inc. or Frigoscandia Equipment Holding AB. Sections 6.1, 6.2, 6.5, 6.6 and 6.7 continue to apply to the Account Balances of Participants described in the preceding sentence, but this Article VIII does not apply to any other Participant.

8.2 Forms of Benefit for Certain Transferred Participants

8.2.1 The normal form of benefit for a Participant to whom this Article VIII applies is the 50% Joint and Survivor-Ten Year Certain Annuity with the Participant's spouse as the Beneficiary, if the Participant is married on the Annuity Starting Date. If the Participant is not married on the Annuity Starting Date, the normal form of benefit is the Life and Ten Year Certain Annuity. If the Participant fails to make an election under Section 8.4, his or her Account Balance will be paid in the normal form of benefit. A Participant covered by this Article VIII who is married on the Annuity Starting Date may elect a benefit other than the normal form of benefit only if his or her spouse consents to the election within the time frame and in the manner required by Section 8.4.

8.2.2 Subject to Sections 8.2.1 and 8.4, and except as otherwise provided herein, a Participant covered by this Article VIII may elect to have his or her benefit under this Plan paid in the form of a lump sum distribution or a fixed dollar annuity purchased on his or her behalf. A Plan annuity is a fixed dollar annuity if it provides a stream of monthly payments that do not vary in amount.

8.2.3 If a Participant to whom this Article VIII applies elects to have a fixed dollar annuity purchased on his or her behalf, he or she may select any of forms of annuity described in this Section 8.2.3.

(a) **Life and Ten Year Certain Annuity**: This form of annuity pays the Participant a fixed amount each month beginning with the month in which the Annuity Starting Date occurs and ending when the Participant dies. If the Participant dies before 120 monthly payments have been made, payments will continue to the Participant's Beneficiary until 120 monthly payments have been made to the Participant and Beneficiary under the annuity.

(b) **Joint and Survivor-Ten Year Certain Annuity**: This form of annuity pays the Participant a fixed amount each month beginning with the month in which the Annuity Starting Date occurs and ending when the Participant dies. If the Participant's Beneficiary survives the Participant, payments will continue to the Participant's primary Beneficiary until the Beneficiary dies. If the Participant and Beneficiary both die before 120 monthly payments have been made to the Participant and Beneficiary under the annuity, payments will continue to the Participant's contingent Beneficiary until 120 monthly payments in all have been made under the annuity. The monthly payment payable to the primary or contingent Beneficiary before 120 payments have been made under the annuity equals the monthly payment made during the Participant's lifetime. The monthly payment payable to the primary Beneficiary after 120 payments have been made under the annuity equals 100% or 50% of the monthly payment made during the Participant's lifetime, as specified in the Participant's election. Both the primary and contingent Beneficiaries must be named at the time this annuity is elected.

(c) **Period Certain Annuity**: This form of annuity pays the Participant a fixed amount each month beginning with the month in which the Annuity Starting Date occurs and ending when the specified number of monthly payments have been made to the Participant and, if he or she dies before receiving the specified number of payments, to the Participant's Beneficiary. The Participant may specify 60, 120 or 180 monthly payments. The Participant specifies the number of monthly payments and names his or her Beneficiary at the time he or she elects the annuity.

(d) **Other**: This form of payment includes any other alternative form of distribution, including installment distributions, provided for by the Funding Agent. Notwithstanding the foregoing, a Participant may not elect any form of distribution providing only for the payment of interest or income earned on his or her Accounts.

8.2.4 An annuity under this Plan must provide that payments will be made over a period no longer than the life of the Participant, the lives of the Participant and his or her Beneficiary, the Participant's life expectancy or the life expectancy of the Participant and his or her Beneficiary. A Participant to whom this Article VIII applies may not elect any form of annuity providing monthly payments to a Beneficiary who is other than his or her spouse, unless the amount distributed each year equals or exceeds the quotient obtained by dividing the Participant's Account Balances by the divisor determined under Department of Treasury Regulation Section 1.401(a)(9)-2. Further, the amount of the monthly payment made to a Beneficiary cannot under any circumstances be larger than the amount of the monthly payment made to the Participant.

8.3 Change in Form, Timing or Medium of Benefit Payment for Certain Transferred Participants

Any former Employee or former employee of FMC who is a Participant to whom this Article VIII applies and who has chosen to defer payment of his or her Account Balance may request a change in the form, timing or medium in which his or her Account Balances will be paid, so long as the revised election conforms to Sections 8.2 through 8.4. Once payments have begun, no Participant may change the form, timing or medium of payment of his or her Account Balance.

8.4 Waiver of Normal Form of Benefit for Certain Transferred Participants

8.4.1 The Account Balance of a Participant to whom this Article VIII applies will be distributed in the normal form of benefit, regardless of what form of benefit the Participant chooses, unless the Participant makes an effective waiver under this Section 8.4 and, if the Participant is married on the Annuity Starting Date, unless the Participant's spouse consents to the Participant's choice of another form of benefit in the manner described in this Section 8.4. No sooner than 30, and no more than 90, days before the Annuity Starting Date, the Administrator will provide the Participant with a written explanation of:

(a) the terms and conditions of the normal form of benefit;

(b) the Participant's right to waive the normal form of benefit and the effect of waiving the normal form of benefit;

(c) the right of the Participant's spouse to consent or withhold his or her consent to the Participant's choice of another form of benefit; and

(d) the Participant's right to revoke a waiver of the normal form of benefit, and the effect of revoking the waiver.

A Participant may revoke his or her waiver of the normal form of benefit at any time before the payment begins, without his or her spouse's consent. For purposes of the previous sentence, if the Participant's Account Balance is to be paid in the form of an annuity, payment will be deemed to begin when the annuity has been purchased.

8.4.2 A Participant's waiver of the normal form of benefit will be effective only if:

(a) the Participant's spouse consents in writing to the waiver;

(b) the waiver includes an election of a form of benefit that cannot be changed without the spouse's consent, or the spouse's consent specifically permits the Participant to make other elections of forms of benefit;

(c) the spouse's consent acknowledges the effect of the waiver; and

(d) the spouse's consent is witnessed by a notary public or the Administrator.

Spousal consent to the Participant's waiver of the normal form of benefit is not necessary if the Participant establishes to the satisfaction of a Plan representative that the Participant does not have a spouse, or that the Participant's spouse cannot be located. Spousal consent is also unnecessary if the Participant produces a court order to the effect that the Participant is legally separated from his or her spouse or has been abandoned by the spouse, within the meaning of the law of the Participant's state of residence, unless a qualified domestic relations order requires otherwise. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian may give the spouse's consent, even if the legal guardian is the Participant. A spouse's consent will be valid only as to that spouse, and an election deemed effective without the spouse's consent will be valid only as to the spouse designated as to that election.

8.4.3 Notwithstanding the foregoing, the first payment of the Participant's Account Balance may be made as early as seven days after the Participant makes an affirmative election to receive his or her Account Balance in a particular form of payment, even if that means the Participant has fewer than 30 days to decide on a form of payment, if the Annuity Starting Date is after the date of the Participant's affirmative election and, if the Participant is married on the Annuity Starting Date, the Participant's spouse consents to the form of payment in the manner required by Section 8.4.2.

8.4.4 If the Administrator believes that any spouse might, under the law of any jurisdiction, have any interest in any benefit that might become payable to a Participant, the Administrator may, as a condition precedent to the Participant's making any distribution or withdrawal election, require a written release or releases, or other documents that it believes are necessary, desirable, or appropriate to prevent or avoid any conflict or multiplicity of claims regarding payment of any Plan benefits.

8.5 Payment of Account Balances of Certain Transferred Participants Who Die Before Payment Begins

8.5.1 If a Participant to whom this Article VIII applies dies before payment of his or her Account Balance has begun, 50% of the Participant's Account Balance will be paid to his or her Surviving Spouse in the form of a life annuity, and the remainder will be paid to his or her Surviving Spouse in the form of a lump sum within 90 days after the Administrator receives notice of the Participant's death. If the Participant has no Surviving Spouse, the Participant's Account Balance will be paid to his or her Beneficiary in the form of a lump sum within 90 days after the Administrator receives notice of the Participant's death.

8.5.2 The Participant may choose a form of benefit other than the life annuity for the 50% of his or her Account Balance that will be paid to the Surviving Spouse, so long as the Participant's election meets the requirements of Section 8.7 and his or her Spouse consents in the time and manner required by Section 8.7. The Participant may also designate a Beneficiary other than his or her Surviving Spouse as the primary Beneficiary to receive some or all of his or her Account Balance, so long as the Surviving Spouse consents to the designation in the time and manner required by Section 8.7.

8.5.3 Unless the Participant has chosen a form of benefit for his or her Beneficiary or Surviving Spouse, the Beneficiary or Surviving Spouse may choose to have any amounts payable to him or her paid in any of the forms of benefit described under Section 8.2 other than the Joint and Survivor-Ten Year Certain Annuity. Payments to a Surviving Spouse must begin no later than the April 1 following the year in which the Participant would have reached age 70 1/2 , and payments to a Beneficiary who is not the Surviving Spouse must begin no later than one year after the Participant's death. Amounts payable to a Beneficiary or Surviving Spouse must be made within five years after the Participant's death, or over a period not exceeding the life or life expectancy of the Surviving Spouse. A Participant's Surviving Spouse who chooses to waive his or her right to receive 50% of the Participant's Account Balances in the form of a life annuity must waive the right in the time and manner described in Section 8.7.

8.5.4 Notwithstanding Section 8.5.3 above, if at the time the Participant dies his or her Account Balance does not exceed $5,000 the Account will be distributed in the form of a single sum payment. In addition. if more than one Beneficiary is concurrently entitled to receive annuity payments, or if the monthly annuity payment to any Beneficiary would be less than $50 (or another amount established from time to time by the Administrator), the Administrator may choose to pay the value of the annuity in a single sum, so long as the single sum would not exceed the dollar limit of the previous sentence. Participant may change the form, timing or medium of payment of his or her Account Balance.

8.6 Failure to Name a Beneficiary for Certain Transferred Participants

If a Participant to whom this Article VIII applies fails to name a Beneficiary and dies before payment of his or her Account Balance begins, or if no designated Beneficiary survives the Participant, the Administrator will pay any amounts due after the Participant's death to the Participant's Surviving Spouse or, if there is no Surviving Spouse, to the Participant's surviving children in equal shares. If the Participant leaves behind no Surviving Spouse or surviving children, the Administrator will pay any amounts then due to the Participant's estate.

8.7 Waiver of Preretirement Survivor Annuity for Certain Transferred Participants

8.7.1 A Participant to whom this Article VIII applies may designate someone other than his or her Surviving Spouse as a primary Beneficiary to receive any portion of his or her Account Balance payable after his or her death, or the Participant or his or her Surviving Spouse may choose a form of benefit other than the life annuity for the 50% of the Account Balances that will automatically be paid to the Surviving Spouse as a life annuity only if the designation or election meets the requirements of this Section 8.7 outlined below.

8.7.2 The Administrator will provide each Participant with a written explanation of:

(a) the 50% preretirement life annuity payable to the Participant's Surviving Spouse;

(b) the Participant's right to waive that annuity and the effect of such a waiver;

(c) the right of the Participant's spouse to the 50% preretirement life annuity and the effect of waiving that right; and

(d) the Participant's right to revoke a previous waiver and the effect of such a revocation;

(e) the right of the Participant to name someone other than his or her Surviving Spouse as a Beneficiary;

(f) the right of the Participant's spouse to be named as the primary Beneficiary for all of the Participant's Account Balance and the effect of waiving that right; and

(g) the Participant's right to revoke a previous designation of someone other than the Surviving Spouse as a Beneficiary, and the effect of such a revocation.

The Administrator will provide the above explanation to the Participant during the period that begins on the first day of the Plan Year in which the Participant reaches age 32 and ends on the last day of the Plan Year in which the Participant reaches age 34. If a Participant first becomes a Participant after the start of that period, the Administrator will provide the explanation no later than the end of the second Plan Year after the Participant first becomes a Participant.

8.7.3 A designation of someone other than the Surviving Spouse as a primary Beneficiary, or the election of a form of benefit other than the 50% preretirement life annuity will be effective only if it is made in writing and consented to by the Participant's spouse, with the spouse's consent witnessed by a notary public or the Administrator. Moreover, the election must be made during the period that begins on the first day of the Plan Year in which the Participant reaches age 35 (or, if earlier, the date the Participant separates from service) and ends on the date of the Participant's death. Any subsequent change of Beneficiary to an individual who is not the Participant's Surviving Spouse must also be in writing and consented to by the Participant's spouse, with the spouse's consent witnessed by a notary public or the Administrator. Spousal consent is not necessary if the Participant establishes to the satisfaction of a Plan representative that the Participant does not have a spouse, or that the Participant's spouse cannot be located. Spousal consent is also unnecessary if the Participant produces a court order to the effect that the Participant is legally separated from his or her spouse or has been abandoned by the spouse, within the meaning of the law of the Participant's state of residence, unless a qualified domestic relations order requires otherwise. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian may give the spouse's consent, even if the legal guardian is the Participant. A spouse's consent will be valid only as to that spouse, and an election deemed effective without the spouse's consent will be valid only as to the spouse designated as to that election. A Participant may revoke a prior waiver of the 50% preretirement life annuity or a prior designation of someone other than the Surviving Spouse as a primary Beneficiary without the consent of his or her spouse, and may revoke such a waiver or designation an unlimited number of times.

8.7.4 A Participant's former spouse will be treated as the spouse or Surviving Spouse only to the extent provided under a qualified domestic relations order as described in Code Section 414(p).

ARTICLE IX

Fiduciaries

9.1 Named Fiduciaries

9.1.1 The Company is the Plan sponsor and a "named fiduciary," as that term is defined in ERISA Section 402(a)(2), with respect to control over and management of the Plan's assets only to the extent that it (a) appoints the members of the Committee which administers the Plan at the Administrator's direction; (b) delegates its authorities and duties as "plan administrator" (as defined under ERISA) to the Committee; and (c) continually monitors the performance of the Committee.

9.1.2 The Company as Administrator, and the Committee, which administers the Plan at the Administrator's direction, are "named Fiduciaries" of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to control and manage the operation and administration of the Plan. The Administrator is also the "administrator" and "plan administrator" of the Plan, as those terms are defined in ERISA Section 3(16)(A) and Code Section 414(g), respectively.

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

9.1.4 The Company, Committee, Administrator and Trustee are the only named fiduciaries of the Plan.

9.2 Employment of Advisers

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

9.3 Multiple Fiduciary Capacities

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

9.4 Payment of Expenses

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

9.5 Indemnification

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

ARTICLE X

Plan Administration

10.1 Powers, Duties and Responsibilities of the Administrator and the Committee

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

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

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

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

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

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

10.2 Investment Powers, Duties and Responsibilities of the Administrator and the Committee

10.2.1 The Administrator and the Committee have the power to make and deal with any investment of the Trust in any manner it deems advisable and which is consistent with the Plan. Notwithstanding the foregoing, the power to make and deal with Trust investments does not extend to any assets subject to the direction and control of Plan Participants as described in Section 10.3.2.

10.2.2 The Administrator and/or the Committee will establish and carry out a funding policy and method consistent with the objectives of the Plan and the requirements of ERISA.

10.2.3 The Administrator and the Committee have the power to direct that assets of the Trust be held in a trust or a master trust consisting of assets of plans maintained by a Participating Employer that are qualified under Code Section 401(a).

10.3 Investment of Accounts

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

10.3.2 Except as provided in Section 10.3.3, the Administrator or, as delegated by the Administrator, the Committee may in its sole discretion permit Participants to determine the portion of their Accounts that will be invested in each Investment Fund. The frequency with which a Participant may change his or her investment election concerning future Pre-Tax Contributions or his or her existing Account will be governed by uniform and nondiscriminatory rules established by the Administrator or the Committee. To the extent permitted under ERISA, the Plan is intended to comply with and be governed by Section 404(c) of ERISA.

10.4 Valuation of Accounts

A Participant's Accounts will be revalued at fair market value on each Valuation Date. On each Valuation Date, the earnings and losses of the Trust will be allocated to each Participant's Account in the ratio that his or her total Account Balance bears to all Account Balances. Notwithstanding the foregoing, if the Administrator or Committee establishes Investment Funds pursuant to Section 10.3, the earnings and losses of the particular Investment Funds will be allocated in the ratio that the portion of each Participant's Account Balance invested in a particular Investment Fund bears to the total amount invested in that fund. If and to the extent the rules of any Investment Fund require a different method of valuation, those rules will be followed.

10.5 The Insurance Company

The Administrator or the Committee may appoint one or more insurance companies as Funding Agents, and may purchase insurance contracts, annuity contracts or policies from one or more insurance companies with Plan assets. Neither the Administrator nor the Committee, nor any other Plan fiduciary will be liable for any act or omission of an insurance company with respect to any duties delegated to any insurance company.

10.6 Compensation

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

10.7 Delegation of Responsibility

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

10.8 Committee Members

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

ARTICLE XI

Appointment of Trustee

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

ARTICLE XII

Plan Amendment or Termination

12.1 Plan Amendment or Termination

The Company may amend, modify or terminate this Plan at any time by resolution of its Board or by resolution of or other action recorded in the minutes of the Administrator or the Committee. Execution and delivery by the Chairman of the Board, the President, any Vice President of the Company or the Committee of an amendment to the Plan is conclusive evidence of the amendment, modification or termination.

12.2 Limitations on Plan Amendment

No Plan amendment can:

(a) authorize any part of the Trust Fund to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries;

(b) decrease the accrued benefits of any Participant or his or her Beneficiary under the Plan; or

(c) except to the extent permitted by law, eliminate or reduce an early retirement benefit or retirement-type subsidy (as defined in Code Section 411) or an optional form of benefit with respect to service prior to the date the amendment is adopted or effective, whichever is later.

12.3 Right to Terminate Plan or Discontinue Contributions

The Participating Employers intend and expect to continue this Plan in effect and to make the contributions provided for in this Plan. However, the Company reserves the right to terminate the Plan at any time in the manner set forth in Section 12.1. In addition, each Participating Employer reserves the right to completely discontinue contributions to the Plan for its Employees at any time. Upon termination of the Plan, each affected Participant's Account Balance will be vested and nonforfeitable and the Trust will continue until the Trust Fund has been distributed.

12.4 Bankruptcy

If the Company is ever judicially declared bankrupt or insolvent, and no provisions to continue the Plan are made in the bankruptcy or insolvency proceeding, the Plan will, to the extent permissible under federal bankruptcy law, be completely terminated.

ARTICLE XIII

Miscellaneous Provisions

13.1 Subsequent Changes

All benefits to which any Participant, Surviving Spouse or Beneficiary may be entitled under this Plan will be determined under the Plan as in effect when the Participant ceases to be an Eligible Employee, and will not be affected by any subsequent change in the provisions of the Plan, unless either the Participant again becomes an Eligible Employee or the subsequent change expressly applies to the Participant.

13.2 Merger or Transfer of Assets

13.2.1 Neither the merger or consolidation of a Participating Employer with any other person, nor the transfer of the assets of a Participating Employer to any other person, nor the merger of the Plan with any other plan will constitute a termination of the Plan.

13.2.2 The Plan may not merge or consolidate with, or transfer any assets or liabilities to, any other plan, unless each Participant would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated).

13.3 Benefits Not Assignable

13.3.1 A Participant's Account Balance may not be assigned or alienated either voluntarily or involuntarily.

13.3.2 Notwithstanding the foregoing, a Participant may pledge his or her Pre-Tax Account as security for a loan under Section 6.7. In addition, the Administrator or Committee will comply with the terms of any qualified domestic relations order, as defined in Code Section 414(p). Notwithstanding any other provision of the Plan, the Funding Agent has all powers that would otherwise be assigned to the Administrator, regarding the interpretation of and compliance with qualified domestic relations orders, including the power make and enforce rules regarding segregations of or holds on a Participant's Account to comply with a qualified domestic relations order, or when a domestic relations order is reasonably expected, or is under examination of its status.

13.3.3 The prohibition of Section 13.3.1 will not apply to any offset of a Participant's Account Balance against an amount the Participant is ordered or required to pay to the Plan under a judgment, order, decree or settlement agreement that meets the requirements of this Section 13.3.3. The requirement to pay must arise under a judgment of conviction for a crime involving the Plan, under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor and the Participant in connection with a violation (or alleged violation) of that part 4. In addition, the judgment, order, decree or settlement agreement must expressly provide for the offset of all or part of the amount that must be paid to the Plan against the Participant's Account Balance.

13.4 Exclusive Benefit of Participants

Notwithstanding any other provision of the Plan, no part of the Trust Fund must ever be used for, or diverted to, any purpose other than the exclusive providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of the Plan, except that, upon the direction of the Administrator:

(a) any contribution made by a Participating Employer by a mistake of fact will be returned within one year after payment of the contribution;

(b) any contribution made by a Participating Employer that was conditioned upon its deductibility shall be returned to the extent disallowed as a deduction under Code Section 404 within one year after the deduction is disallowed; and

(c) any contribution that was initially conditioned on the Plan's satisfying the requirements of Code Section 401(a) will be returned to the Participating Employer who made it, if the Plan is initially determined not to satisfy the requirements of Code Section 401(a).

Any amount a Participating Employer seeks to recover under paragraph (a) or (b) will be reduced by the amount of any losses attributable to it, but will not be increased by the amount of any earnings attributable to it.

13.5 Benefits Payable to Minors, Incompetents and Others

If any benefit is payable to a minor, an incompetent, or a person otherwise under a legal disability, or to a person the Administrator reasonably believes to be physically or mentally incapable of handling and disposing of his or her property, whether because of his or her advanced age, illness, or other physical or mental impairment, the Administrator has the power to apply all or any part of the benefit directly to the care, comfort, maintenance, support, education, or use of the person, or to pay all or any part of the benefit to the person's parent, guardian, committee, conservator, or other legal representative, wherever appointed, to the individual with whom the person is living or to any other individual or entity having the care and control of the person. The Plan, the Administrator and any other Plan fiduciary will have fully discharged their responsibilities to the Participant, Surviving Spouse or Beneficiary entitled to a payment by making payment under the preceding sentence.

13.6 Plan Not A Contract of Employment

The Plan is not a contract of Employment, and the terms of Employment of any Employee will not be affected in any way by the Plan or any related instruments, except as specifically provided in the Plan or related instruments.

13.7 Source of Benefits

Plan benefits will be paid or provided for solely from the Trust or applicable insurance or annuity contracts, and the Participating Employers assume no liability for Plan benefits.

13.8 Proof of Age and Marriage

Participants and Beneficiaries must furnish proof of age and marital status satisfactory to the Administrator or Committee when and if the Administrator or Committee reasonably requests it. The Administrator or Committee may delay the payment of any benefits under the Plan until all pertinent information regarding age and marital status has been presented to it, and then, if appropriate, make payment retroactively.

13.9 Controlling Law

The Plan is intended to qualify under Code Section 401(a) and to comply with ERISA, and its terms will be interpreted accordingly. If any Plan provision is subject to more than one construction, the ambiguity will be resolved in favor of the interpretation or construction consistent with that intent. Similarly, if there is a conflict between any Plan provisions, or between any Plan provision and any Plan administrative form submitted to the Administrator, the Plan provisions necessary to retain qualified status under Code Section 401(a) will govern. Otherwise, to the extent not preempted by ERISA or as expressly provided herein, the laws of the State of Delaware (other than its conflict of laws provisions) will control the interpretation and performance of the Plan.

13.10 Income Tax Withholding

The Administrator or Committee may direct that any amounts necessary to comply with applicable employment tax law be withheld from any payment due under this Plan.

13.11 Claims Procedure

13.11.1 Any application for benefits under the Plan and all inquiries concerning the Plan shall be submitted to the Company at such address as may be announced to Participants from time to time. Applications for benefits shall be in the form and manner prescribed by the Company and shall be signed by the Participant or, in the case of a benefit payable after the death of the Participant, by the Participant's Surviving Spouse or Beneficiary, as the case may be.

13.11.2 The Plan Administrator shall give written or electronic notice of its decision on any application to the applicant within 90 days of receipt of the application. Electronic notification may be used, at the discretion of the Plan Administrator (or Review Panel, as discussed below). If special circumstances require a longer period of time, the Plan Administrator shall provide notice to the applicant within the initial 90-day period, explaining the special circumstances requiring the extension of time and the date by which the Plan expects to render a benefit determination. A decision will be given as soon as possible, but no later than 180 days after receipt of the application. In the event any application for benefits is denied in whole or in part, the Plan Administrator shall notify the applicant in writing or electronic notification of the right to a review of the denial. Such notice shall set forth, in a manner calculated to be understood by the applicant: the specific reasons for the denial; the specific references to the Plan provisions on which the denial is based; a description of any information or material necessary to perfect the application and an explanation of why such material is necessary; and a description of the Plan's review procedures and the applicable time limits to such procedures, including a statement of the participant's right to bring a civil action under ERISA Section 502(a) following a denial on review.

13.11.3 The Company shall appoint a "Review Panel," which shall consist of three or more individuals who may (but need not) be employees of the Company. The Review Panel shall be the named fiduciary that has the authority to act with respect to any appeal from a denial of benefits under the Plan, and shall hold meetings at least quarterly, as needed. The Review Panel shall have the authority to further delegate its responsibilities to two or more individuals who may (but need not) be employees of the Company.

13.11.4 Any person (or his authorized representative) whose application for benefits is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 60 days after receiving notice of the denial. The Review Panel shall give the applicant or such representative the opportunity to submit written comments, documents, and other information relating to the claim; and an opportunity to review, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other relevant information (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, Texas 77067-4097." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents, or other material as it may deem necessary or appropriate in making its review. The Review Panel will consider all comments, documents, and other information submitted by the applicant regardless of whether such information was submitted or considered during the initial benefit determination.

13.11.5 The Review Panel shall act upon each request for review within 60 days after receipt thereof. If special circumstances require a longer period of time, the Review Panel shall so notify the applicant within the initial 60 days, explaining the special circumstances requiring the extension of time and the date by which the Review Panel expects to render a benefit determination. A decision will be given as soon as possible, but no later than 120 days after receipt of the request for review. The Review Panel shall give notice of its decision to the Company and the applicant. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant, the specific reasons for such denial and specific references to the Plan provisions on which the decision is based. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the applicant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth in a manner calculated to be understood by the applicant: the specific reasons for such denial; the specific references to the Plan provisions on which the decision is based; the applicant's right, upon request and free of charge, to receive reasonable access to, and copies of, all documents and other relevant information (other than legally-privileged documents and information); and a statement of the applicant's right to bring a civil action under ERISA Section 502(a).

13.11.6 The Review Panel shall establish such rules and procedures, consistent with ERISA and the Plan, as it may deem necessary or appropriate in carrying out its responsibilities under this Section 13.11.

13.11.7 To the extent an application for accelerated vesting as a result of a Disability requires the Plan Administrator or the Review Panel, as applicable, to make a determination of Disability under the terms of the Plan, such determination shall be subject to all of the general rules described in this Section 13.11, except as they are expressly modified by this Section 13.11.7.

(a) If the applicant's claim is for benefits as a result of Disability, then the initial decision on a claim for disability benefits will be made within 45 days after the Plan receives the applicant's claim, unless special circumstances require additional time, in which case the Plan Administrator will notify the applicant before the end of the initial 45-day period of an extension of up to 30 days. If necessary, the Plan Administrator may notify the applicant, prior to the end of the initial 30-day extension period, of a second extension of up to 30 days. If an extension is due to the applicant's failure to supply the necessary information, the notice of extension will describe the additional information and the applicant will have 45 days to provide the additional information. Moreover, the period for making the determination will be delayed from the date the notification of extension was sent out until the applicant responds to the request for additional information. No additional extensions may be made, except with the applicant's voluntary consent. The contents of the notice shall be the same as described in Section 13.11.2 above. If a benefit claim as a result of Disability is denied in whole or in part, the applicant (or his authorized representative) will receive written or electronic notification, as described in Section 13.11.2.

(b) If an internal rule, guideline, protocol or similar criterion is relied upon in making the adverse determination, then the notice to the applicant of the adverse decision will either set forth the internal rule, guideline, protocol or similar criterion, or will state that such was relied upon and will be provided free of charge to the applicant upon request (to the extent not legally-privileged) and if the applicant's claim was denied based on a medical necessity or experimental treatment or similar exclusion or limit, then the applicant will be provided a statement either explaining the decision or indicating that an explanation will be provided to the applicant free of charge upon request.

(c) The Review Panel, as described above in Section 13.11.3 shall be the named fiduciary that has the authority to act on with respect to any appeal from a denial of benefits as a result of Disability under the Plan. Any applicant (or his authorized representative) whose application for benefits as a result of Disability is denied in whole or in part may appeal the denial by submitting to the Review Panel a request for a review of the application within 180 days after receiving notice of the denial. The request for review shall be in the form and manner prescribed by the Review Panel and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 1803 Gears Road, Houston, Texas 77067-4097." In the event of such an appeal for review, the provisions of Section 13.11.4 regarding the applicant's rights and responsibilities shall apply. Upon request, the Review Panel will identify any medical or vocational expert whose advice was obtained on behalf of the Review Panel in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. The entity or individual appointed by the Review Panel to review the claim will consider the appeal de novo, without any deference to the initial benefit denial. The review will not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial.

(d) If the initial disability benefit denial was based in whole or in part on a medical judgment, then the Review Panel will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial benefit determination nor is the subordinate of any person who was consulted in connection with that determination; and upon notifying the applicant of an adverse determination on review, include in the notice either an explanation of the clinical basis for the determination, applying the terms of the Plan to the applicant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(e) A decision on review shall be made promptly, but not later than 45 days after receipt of a request for review, unless special circumstances require an extension of time for processing. If an extension is required, the applicant will be notified before the end of the initial 45-day period that an extension of time is required and the anticipated date that the review will be completed. A decision will be given as soon as possible, but not later than 90 days after receipt of a request for review. The Review Panel shall give notice of its decision to the applicant; such notice shall comply with the requirements set forth in Section 13.11.5. In addition, if the applicant's claim was denied based on a medical necessity or experimental treatment or similar exclusion, the applicant will be provided a statement explaining the decision, or a statement providing that such explanation will be furnished to the applicant free of charge upon request. The notice shall also contain the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

13.11.8 No legal or equitable action for benefits under the Plan shall be brought unless and until the applicant (a) has submitted a written application for benefits in accordance with Section 13.11.1 (or 13.11.7(a), as applicable), (b) has been notified by the Plan Administrator that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 13.11.4 (or 13.11.7(c), as applicable); and (d) has been notified that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 13.11.5 (or 13.11.7(e), as applicable). A applicant may not bring an action for benefits in accordance with this Section 13.11.8 later than 90 days after the Review Panel denies the applicant's application for benefits.

13.12 Participation in the Plan by An Affiliate

13.12.1 With the consent of the Board or an authorized delegate of the Board, any Affiliate, by appropriate action of its board of directors, a general partner or the sole proprietor, as the case may be, may adopt the Plan. Each Affiliate will determine the classes of its Employees that will be Eligible Employees and the amount of its contribution to the Plan on behalf of its Eligible Employees.

13.12.2 With the consent of the Board or an authorized delegate of the Board, a Participating Employer, by appropriate action, may terminate its participation in the Plan.

13.12.3 With the consent of the Board or an authorized delegate of the Board, a Participating Employer, by appropriate action, may withdraw from the Plan and the Trust. A Participating Employer's withdrawal will be deemed to be an adoption by that Participating Employer of a plan and trust identical to the Plan and the Trust, except that all references to the Company will be deemed to refer to that Participating Employer. At such time and in such manner as the Administrator directs, the assets of the Trust allocable to Employees of the Participating Employer will be transferred to the trust deemed adopted by the Participating Employer.

13.12.4 A Participating Employer will have no power with respect to the Plan except as specifically provided herein.

13.13 Action by Participating Employers

Any action required to be taken by the Company pursuant to any Plan provisions will be evidenced in the manner set forth in Section 12.1. Any action required to be taken by a Participating Employer will be evidenced by a resolution of the Participating Employer's board of directors or an authorized delegate of that board. Participating Employer action may also be evidenced by a written instrument executed by any person or persons authorized to take the action by the Participating Employer's board of directors, any authorized delegate of that board, or the stockholders. A copy of any written instrument evidencing the action by the Company or Participating Employer must be delivered to the secretary or assistant secretary of the Company or Participating Employer.

13.14 Dividends

Any dividends credited to a group annuity contract between the Participating Employer and the Funding Agent will be used to provide additional benefits under the Plan.

ARTICLE XIV

Top Heavy Provisions

14.1 Top Heavy Definitions

For purposes of this Article XIV and any amendments to it, the terms listed in this Section 14.1 have the meanings ascribed to them below.

14.1.1 **Aggregate Employer Contributions** means the sum of all Company Contributions and Forfeitures allocated under this Plan for a Matched Participant, and all employer contributions and forfeitures allocated for the Matched Participant to all Related Defined Contributions in the Aggregation group.

14.1.2 **Aggregation Group** means the group of plans in a Mandatory Aggregation Group, if any, that includes the Plan, unless including additional Related Plans in the group would prevent the Plan for being a Top Heavy Plan, in which case Aggregation Group means the group of plans in a Permissive Aggregation Group, if any, that includes the Plan.

14.1.3 **Determination Date** means, for a Plan Year, the last day of the preceding Plan Year. If the Plan is part of an Aggregation Group, the Determination Date for each other plan will be, for any Plan Year, the Determination Date for that other plan that falls in the same calendar year as the Determination Date for the Plan.

14.1.4 **Key Employee** means an employee described in Code Section 416(i)(1) and the regulations promulgated thereunder. Generally, a Key Employee is an Employee or former Employee (including a deceased Employee) who, at any time during the Plan Year containing the Determination Date is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than $130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning on and after January 1, 2002);

(b) a five percent owner of the Company or an Affiliate; or

(c) a one percent owner of the Company or an Affiliate having annual Compensation of more than $150,000.

For purposes of determining who is a Key Employee, the Plan's definition of Compensation will be applied by taking into account amounts paid by Affiliates who are not Participating Employers, as well as amounts paid by Participating Employers, and without applying the exclusions for amounts paid by a Participating Employer to cover an Employee's nonqualified deferred compensation FICA tax obligations and for gross-up payments on such FICA tax payments.

14.1.5 **Mandatory Aggregation Group** means each plan (considering the Plan and Related Plans) that, during the Plan Year that contains the Determination Date or any of the four preceding Plan Years:

(a) had a participant who was a Key Employee; or

(b) was required to be considered with a plan in which a Key Employee participated in order to enable the plan in which the Key Employee participated to meet the requirements of Code Section 401(a)(4) or 410(b).

14.1.6 **Non-key Employee** means an Employee or former Employee who is not a Key Employee.

14.1.7 **Permissive Aggregation Group** means the group of plans consisting of the plans in a Mandatory Aggregation Group with the Plan, plus any other Related Plan or Plans that, when considered as a part of the Aggregation Group, does not cause the Aggregation Group to fail to satisfy the requirements of Code Section 401(a)(4) or 410(b).

14.1.8 **Present Value of Accrued Benefits** means, for any Plan Year, an amount equal to the sum of (a), (b) and (c) for each person who, in the Plan Year containing the Determination Date, was a Key Employee or a Non-key Employee.

(a) The value of a person's full Account Balance under the Plan, plus his or her total account balances under each Related Defined Contribution Plan in the Aggregation Group, determined as of the valuation date coincident with or immediately preceding the Determination Date, adjust for contributions due as of the Determination Date, as follows:

(i) in the case of a plan not subject to the minimum funding requirements of Code Section 412, by including the amount of any contributions actually made after the valuation but on or before the Determination Date and, in the first plan year of a plan, by including contributions made after the Determination Date that are allocated as of a date in the first plan year; and

(ii) in the case of a plan that is subject to the minimum funding requirements of Code Section 412, by including the amount of any contributions that would be allocated as of a date no later than the Determination Date, plus adjustments to those amounts required under applicable rulings, even though those amounts are not yet required to be contributed or allocated (e.g., because they have been waived) and by including the amount of any contributions actually made (or due to be made) after the valuation date but before the expiration of the extended payment period in Code Section 412(c)(10).

(b) The sum of the actuarial present value of a person's accrued benefits under each Related Defined Benefit Plan in the Aggregation Group, determined for any person who is employed by a Participating Employer on a Determination Date, expressed as a benefit commencing at normal retirement date (or, if later, the person's attained age). The present value of an accrued benefit under a Related Defined Benefit Plan is determined as of the most recent valuation date that is within the 12-month period ending on the Determination Date.

(c) The aggregate value of amounts distributed under the Plan and any plan in an Aggregation Group (as defined in Code Section 416(g)(2)) during the one (1) year period ending on the Determination Date, including amounts distributed under a terminated plan that, if it had not been terminated, would have been in a Mandatory Aggregation Group. In the case of a distribution from any such plan made for a reason other than separation from service, death or Disability, this provision shall be applied by substituting 'five (5) year period' for 'one (1) year period.'

(d) The Present Value of Accrued Benefit of any individual who has not performed services for the Company or an Affiliate during the one (1) year period ending on the Determination Date shall not be taken into account.

14.1.9 **Related Plan** means any other defined contribution plan (a "Related Defined Contribution Plan") or defined benefit plan (a "Related Defined Benefit Plan") (both as defined in Code Section 415(k), maintained by the Company or an Affiliate.

14.1.10 **A Super Top Heavy Aggregation Group** exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds 90% of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits for all employees, the Present Value of Accrued Benefits for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

14.1.11 **Super Top Heavy Plan** means the Plan when it is described in the second sentence of Section 14.2.

14.1.12 **A Top Heavy Aggregation Gro**up exists in any Plan Year for which, as of the Determination Date, the sum of the Present Value of Accrued Benefits for Key Employees under all plans in the Aggregation Group exceeds 60% of the sum of the Present Value of Accrued Benefits for all employees under all plans in the Aggregation Group. In determining the sum of the Present Value of Accrued Benefits for all employees, the Present Value of Accrued Benefits for any Non-key Employee who was a Key Employee for any Plan Year preceding the Plan Year that contains the Determination Date will be excluded.

14.1.13 **Top Heavy Plan** means the Plan when it is described in the first sentence of Section 14.2.

14.2 Determination of Top Heavy Status

This Plan is a Top Heavy Plan in any Plan Year in which it is a member of a Top Heavy Aggregation Group, including a Top Heavy Aggregation Group that includes only the Plan. The Plan is a Super Top Heavy Plan in any Plan Year in which it is a member of a Super Top Heavy Aggregation Group, including a Super Top Heavy Aggregation Group that includes only the Plan.

14.3 Minimum Allocation for Top Heavy Plan

14.3.1 For any Plan Year that the Plan is a Top Heavy Plan, the sum of the Company Contributions and Forfeitures allocated to the Accounts of each Matched Participant who is a Non-key Employee will be at least three percent of the Matched Participant's Compensation. However, if the sum of the Company contributions and Forfeitures allocated to the Accounts of each Matched Participant who is a Key Employee for the Plan Year is less than three percent of his or her Compensation and this Plan is not required

to be included in an Aggregation Group to enable a defined benefit plan to meet the requirements of Code Section 401(a)(4) or 410(b), the sum of the Company Contributions and Forfeitures allocated to the Accounts of each Matched Participant who is a Non-key Employee for the Plan Year will be equal to the largest percentage of Compensation allocated to the Accounts of any Matched Participant who is a Key Employee. Notwithstanding the foregoing, no minimum allocation will be required for any Non-key Employee who participates in another defined contribution plan subject to Code Section 412 and included with this Plan in a Mandatory Aggregation Group.

14.3.2 For any Plan Year when the Plan is a Top Heavy Plan but not a Super Top Heavy Plan and a Key Employee is a participant in both this Plan and a defined benefit plan included in a Mandatory Aggregation Group that is top heavy, the extra minimum allocation will be provided only in this Plan, and by substituting four percent for three percent, where the latter percentage appears in Section 14.3.1.

14.3.3 For any Plan Year that the Plan is a Top 1-levy Plan, the minimum allocations set forth in this Section 14.3 will be allocated to the Accounts of all Non-key Employees who are Matched Participants and who are employed by the Company on the last day of the Plan Year, regardless of their service during the Plan Year, and whether or not they have made contributions of their own to the Plan.

14.3.4 In lieu of the above, if a Non-key Employee participates in this Plan and a Related Defined Benefit Plan included with this Plan in a Mandatory Aggregation Group that is a Top Heavy Aggregation Group, a minimum allocation of five percent of Compensation will be provided under this Plan. However, for any Plan Year when the Plan is a Top Heavy Plan but not a Super Top Heavy Plan and a Key Employee is a participant in both this Plan and a Related Defined Benefit Plan included with this Plan in a Mandatory Aggregation Group, seven and one-half percent will be substituted for five percent where the latter percentage appears in this Section 14.3.4, and the extra minimum allocation will be provided only in this Plan.

14.3.5 Company Contributions made on behalf of a Matched Participant pursuant to Section 3.4 of the Plan shall be taken into account for purposes of satisfying the minimum allocation requirements of Section 14.3 of the Plan and Code Section 416(c)(2). Company Contributions made on behalf of a Matched Participant that are used to satisfy the minimum contribution requirements shall be treated as Company Contributions for purposes of the Actual Contribution Percentage Test and other requirements of Code Section 401(m).

IN WITNESS WHEREOF, the Company has executed this Plan, as amended and restated, by a duly authorized representative this 2nd day of February, 2010, to be effective as of January 1, 2002, except as otherwise expressly provided herein.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

APPENDIX A

Bargaining Units Covered Under the Plan

Until otherwise negotiated, the bargaining units whose members are covered by the Plan, and the effective dates of their coverage, are listed below:

Name of Bargaining Unit	Effective Date of Plan Coverage	Effective Date of FMC Plans Coverage
Packaging Systems Division, Green Bay, Wisconsin, United Steel Workers, Local 32-6050	Effective Date	October 1, 1989; Division Sold by FMC June 17, 1998; Account balances remained in FMC Plans
Jetway Systems, Ogden, Utah United Steel Workers Local 612	Effective Date	January 1, 1995
Agricultural Machinery Division, Hoopeston, Illinois, United Paper-workers International Union, AFL-C10, CLC, Local 7985	Effective Date	January 1, 1997
Smith Meter, Inc., Erie, Pennsylvania, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America Local Union 714	Effective Date	June 1, 1998
Hawaii Transportation Workers Union of America	Effective Date	October 6, 2000

APPENDIX B

Bargaining Units Matched Under the Plan

Until otherwise negotiated, the bargaining units whose members are entitled to a Company Contribution under Section 3.4 of the Plan, and the effective dates of their coverage, are listed below:

Name of Bargaining Unit	Effective Date of Eligibility for Company Contributions	Effective Date of Eligibility for FMC Contributions in FMC Matched Plan
Agricultural Machinery Division, Hoopeston, Illinois, United Paper-workers, International Union, AFL-CIO, CLC, Local 7985	Effective Date	January 1, 1997

APPENDIX C

Elections Through December 31, 2001

The following Participants (listed by social security number) who work at the following locations had deferral and/or contribution elections of less than 2% under the FMC Plans, and have been grandfathered in those elections under the Plan through December 31, 2001:

50210 Ogden, Utah

528-77-8981
528-64-6781
528-92-1900
529-04-6475
529-37-4883
529-66-9715
529-92-4281
567-58-0486

51113 Corpus Christi, Texas

467-11-9220

Firmwide:84036139.2 042176.1065

Exhibit 10.8.a

TRUST AGREEMENT

Between

FMC TECHNOLOGIES, INC.

And

FIDELITY MANAGEMENT TRUST COMPANY

FMC TECHNOLOGIES, INC. SAVINGS AND INVESTMENT PLAN TRUST

Dated as of September 28, 2001

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TRUST AGREEMENT, dated as of the twenty-eighth day of September, 2001, between FMC TECHNOLOGIES, INC., a Delaware corporation, having an office at 200 East Randolph Drive, Chicago, Illinois 60601 (the "Sponsor"), and FIDELITY MANAGEMENT TRUST COMPANY, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee").

WITNESSETH:

WHEREAS, the Sponsor is the sponsor of the FMC Technologies, Inc. Savings and Investment Plan (the "Plan"); and

WHEREAS, the Sponsor wishes to establish a single trust to hold and invest assets of the Plan for the exclusive benefit of Participants in the Plan and their beneficiaries; and

WHEREAS, the Trustee is willing to hold and invest the aforesaid Plan assets in trust among several investment options selected by the Named Fiduciary; and

WHEREAS, the Sponsor also wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

WHEREAS, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are ministerial in nature and are provided within a framework of plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

Section 1. Definitions. The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) "Administrator" shall mean FMC Technologies, Inc., identified in the Plan document as the administrator of the Plan (within the meaning of section 3(16)(A) of ERISA).

(b) "Agreement" shall mean this Trust Agreement, and the Schedules and Exhibits attached hereto, as the same may be amended and in effect from time to time.

(c) "Available Liquidity" shall mean the amount of short-term investments held in the FMC Stock Fund or the FMC Technologies Stock Fund decreased by any outgoing cash for expenses then due,

payables for loan principal, and obligations for pending stock purchases, and increased by incoming cash (such as contributions, exchanges in, loan repayments) and to the extent credit is available and allocable to the FMC Stock Fund or the FMC Technologies Stock Fund, receivables for pending stock sales.

(d) "Business Day" shall mean each day the New York Stock Exchange is open for business.

(e) "Code" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(f) "Closing Price" shall mean either (1) the closing price of the stock on the principal national securities exchange on which the FMC Stock or the FMC Technologies Stock Fund are traded or, in the case of stocks traded over the counter, the last sale price of the day; or, if (1) is unavailable, (2) the latest available price as reported by the principal national securities exchange on which the Sponsor Stock is traded or, for an over the counter stock, the last bid price prior to the close of the New York Stock Exchange (generally 4:00 p.m. Eastern time).

(g) "Confidential Information" shall mean (individually and collectively) proprietary information of the parties to this Trust Agreement, including but not limited to, their inventions, confidential information, know how, trade secrets, business affairs, prospect lists, product designs, product plans, business strategies, finances, fee structures, etc.

(h) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it has been or may be amended from time to time.

(i) "Existing Investment Contracts" shall mean each investment contract heretofore entered into by the Sponsor (or any of its subsidiaries or affiliates) or any predecessor trustee, and specifically identified on Schedule "G" attached hereto.

(j) "Fidelity" shall mean the Trustee and/or its affiliates.

(k) "Fidelity Mutual Fund" shall mean any investment company advised by Fidelity Management & Research Company or any of its affiliates.

(l) "FIFO" shall mean first in first out.

(m) "FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc.

(n) "FMC Stock" shall mean the common stock of FMC Corporation, a publicly traded equity security.

(o) “FMC Stock Fund” shall mean the investment option consisting primarily of shares of FMC Corporation Stock (defined herein as “FMC Stock”) and cash or short-term liquid investments.

(p) “FMC Technologies Stock” shall mean the common stock of FMC Technologies, Inc., a publicly traded equity security.

(q) “FMC Technologies Stock Fund” shall mean the investment option consisting primarily of shares of FMC Technologies, Inc. Stock (defined herein as “FMC Technologies Stock”) and cash or short-term liquid investments.

(r) “FPRS” shall mean the Fidelity Participant Recordkeeping Systems.

(s) “Fund Vendor” shall mean the vendor for each Non-Fidelity Mutual Fund.

(t) “Mil Rate” shall mean the daily accrual for interest rate factor.

(u) “Mutual Fund” shall refer both to Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

(v) “Named Fiduciary” shall mean FMC Technologies, Inc., a named fiduciary of the Plan (within the meaning of section 402(a) of the ERISA).

(w) “NFSLLC” shall mean National Financial Services LLC., an affiliate of the Trustee.

(x) “NAV” shall mean net asset value.

(y) “Non-Fidelity Mutual Fund” shall mean certain investment companies not advised by Fidelity Management & Research Company or any of its affiliates.

(z) “NYSE” shall mean the New York Stock Exchange.

(aa) “Participant” shall mean, with respect to the Plan, any employee, former employee, or alternate payee with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee, former employee, or alternate payee until such account has been fully distributed and/or forfeited.

(bb) “Participant Recordkeeping Reconciliation Period” shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the reconciliation of Participant records.

(cc) “PIN” shall mean personal identification number.

(dd) “Plan” shall mean the FMC Technologies, Inc. Savings and Investment Plan.

(ee) “PAM” shall mean the plan administrative manual, which is the set of written guidelines developed by the Trustee and the Sponsor with respect to the details of the Plan’s administration, which shall be deemed to be a direction to and an obligation of the Trustee under this Agreement.

(ff) “Reporting Date” shall mean the last day of each fiscal quarter of the Plan and, if not on the last day of a fiscal quarter, the date as of which the Trustee resigns or is removed pursuant to Section 9 hereof or the date as of which this Agreement terminates pursuant to Section 11 hereof.

(gg) “Specified Hierarchy” shall mean the processing order set forth in Schedules “J” and “K” that gives precedence to distributions, loans and withdrawals, and otherwise on a FIFO basis.

(hh) “Spin-Off Date” shall mean the date upon which FMC Corporation distributes its interest in the Sponsor.

(ii) “Sponsor” shall mean FMC Technologies, Inc., a Delaware corporation, or any successor to all or substantially all of its businesses which, by agreement, operation of law or otherwise, assumes the responsibility of the Sponsor under this Agreement.

(jj) “Trust” shall mean the FMC Technologies, Inc. Savings and Investment Plan Trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

(kk) “Trustee” shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10(c). The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor agrees to serve as Trustee under this Agreement.

(ll) “VRS” shall mean voice response system.

Section 2. Trust. The Sponsor hereby establishes the Trust with the Trustee. The Trust shall consist of an initial contribution of money or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, such additional sums of money, FMC Technologies Stock or other property acceptable to the Trustee in its sole discretion, as shall from time to time be delivered to the Trustee under the Plan, all investments made therewith and proceeds thereof, and all earnings and profits thereon, less the payments that are made by the Trustee as provided herein, without distinction between principal and income. The Trustee hereby accepts the Trust on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement. The Trustee shall maintain

participant level accounts for all Plan Participants and shall account for each type of money classification as specified on Schedule "A", including, without limitation, contributions, earnings and losses within each such classification.

Section 3. Exclusive Benefit and Reversion of Sponsor Contributions. Except as provided under applicable law, no part of the Trust may be used for, or diverted to, purposes other than the exclusive benefit of the Participants in the Plan or their beneficiaries or the reasonable expenses of Plan administration. Disbursements from the forfeiture account may be made as directed by the Sponsor to offset contributions or reasonable expenses of Plan administration. No assets of the Plan shall revert to the Sponsor, except as specifically permitted by the terms of the Plan.

Section 4. Disbursements.

(a) Administrator-Directed Disbursements. The Trustee shall make disbursements in the amounts and in the manner that the Administrator directs from time to time in writing. The Trustee shall have no responsibility to ascertain such direction's compliance with the terms of the Plan (except to the extent the terms of the Plan have been communicated to the Trustee in writing) or of any applicable law or the direction's effect for tax purposes or otherwise, nor shall the Trustee have any responsibility to see to the application of any disbursement.

(b) Participant Withdrawal Requests. The Sponsor hereby directs that, pursuant to the Plan, a Participant withdrawal request (in-service or full withdrawal) may be made by the Participant by telephone or such other electronic means as may be agreed to from time to time by the Sponsor and Trustee, and the Trustee shall process such request only after the identity of the Participant is verified by use of a PIN and social security number. The Trustee shall process such withdrawal in accordance with written guidelines provided by the Sponsor and documented in the PAM.

(c) Limitations. The Trustee shall not be required to make any disbursement in excess of the net realizable value of the assets of the Trust at the time of the disbursement. The Trustee shall be required to make all disbursements in accordance with the applicable source and fund withdrawal hierarchy and as documented in the PAM, unless the Administrator has provided a written direction to the contrary.

Section 5. Investment of Trust.

(a) Selection of Investment Options. The Trustee shall have no responsibility for the selection of investment options under the Trust and shall not render investment advice to any person in connection with the selection of such options.

(b) Available Investment Options. The Named Fiduciary shall direct the Trustee as to the investment options in which the Trust shall be invested during the Participant Recordkeeping Reconciliation Period and the investment options in which Plan Participants may invest following the Participant Recordkeeping Reconciliation Period. The Named Fiduciary may determine to offer as investment options only: (i) FMC Stock, (ii) FMC Technologies Stock, (iii) Fidelity Mutual Funds and Non-Fidelity Mutual Funds (iv) notes evidencing loans to Plan Participants in accordance with the terms of the Plan, (v) Existing Investment Contracts, and (vi) collective investment funds maintained by the Trustee for qualified plans.

The Trustee shall be considered a fiduciary with investment discretion only with respect to Plan assets (including the proceeds from any Existing Investment Contracts) that are invested in Existing Investment Contracts as set forth on Schedule "G" and collective investment funds maintained by the Trustee for qualified plans.

The investment options initially selected by the Named Fiduciary are identified on Schedule "C" attached hereto. Upon transfer to the Trust, Plan assets will be invested in the investment option(s) as directed by the Sponsor. The Named Fiduciary may add additional investment options with the consent of the Trustee to reflect administrative considerations and upon mutual amendment of this Agreement.

(c) Participant Direction. As authorized under the Plan, each Participant shall direct the Trustee in which investment option(s) to invest the assets in the Participant's individual accounts. Such directions may be made by Participants by use of the telephone exchange system, the internet or in such other manner as may be agreed upon from time to time by the Sponsor and the Trustee. Such direction shall be made in accordance with written exchange guidelines attached hereto as Schedule "H". The Trustee shall not be liable for any loss or expense that arises from a Participant's exercise or non-exercise of rights under this Section 5 over the assets in the Participant's accounts, unless such loss or expense is a direct result of the Trustee's negligence. In the event that the Trustee fails to receive a proper direction from the Participant, the assets shall be invested in the investment option set forth for such purpose on Schedule "C", until the Trustee receives a proper direction.

(d) Mutual Funds. The Named Fiduciary hereby acknowledges that it has received from the Trustee a copy of the prospectus for each Fidelity Mutual Fund selected by the Named Fiduciary as a Plan investment option or short-term investment fund. All transactions involving Non-Fidelity Mutual Funds shall be done in accordance with the operational guidelines attached hereto as Schedule "I". Trust investments in Mutual Funds shall be subject to the following limitations:

(i) Execution of Purchases and Sales. Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator in

good order all information, documentation and wire transfer of funds (if applicable), necessary to accurately affect such transactions. For purposes of this Agreement, "in good order" shall mean in a state or condition acceptable to the Trustee in its sole discretion, which the Trustee determines is reasonably necessary for accurate execution of the intended transaction. Exchanges of Mutual Funds shall be made in accordance with the exchange guidelines attached hereto as Schedule "H".

(ii) Voting. At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials to each Participant who has shares of such Mutual Fund credited to the Participant's accounts, together with a voting direction form for return to the Trustee or its designee. The Participant shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares credited to the Participant's accounts (both vested and unvested). The Trustee shall vote the shares as directed by the Participant.

During the Participant Recordkeeping Reconciliation Period, the Named Fiduciary shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust, including Mutual Fund shares held in any short-term investment fund for liquidity reserve. Following the Participant Recordkeeping Reconciliation Period, the Named Fiduciary shall continue to have the right to direct the Trustee as to the manner in which the Trustee is to vote any Mutual Funds shares held in a short-term investment fund for liquidity reserve.

The Trustee shall not vote any Mutual Fund shares for which it has received no directions from the Participant or the Named Fiduciary.

With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Participant and if no such directions are received, the directions of the Named Fiduciary. The Trustee shall have no further duty to solicit directions from Participants or the Named Fiduciary.

(e) Stock.

(i) FMC Stock Fund. Trust investments in FMC Stock shall be made via the FMC Stock Fund. Investments in the FMC Stock Fund shall consist primarily of shares of FMC Stock. The FMC Stock Fund shall also include cash or short-term liquid investments, in accordance with this paragraph, in amounts designed to satisfy daily participant exchange or withdrawal requests. Such holdings will include Colchester Street Trust: Money Market Portfolio: Class I, or such other Mutual Fund or commingled money market pool as agreed to in writing by the Sponsor and Trustee. The Named Fiduciary shall, after consultation with the Trustee, establish and communicate to the Trustee in writing a

target percentage and drift allowance for such short-term liquid investments. Subject to its ability to execute open-market trades in FMC Stock or to otherwise trade with the Sponsor, the Trustee shall be responsible for ensuring that the short-term investments held in the FMC Stock Fund falls within the agreed-upon range over time. Each Participant's proportional interest in the FMC Stock Fund shall be measured in units of participation, rather than shares of FMC Stock. Such units shall represent a proportionate interest in all of the assets of the FMC Stock Fund, which includes shares of FMC Stock, short-term investments and at times, receivables and payables (such as receivables and payables arising out of unsettled stock trades). The Trustee shall determine a daily NAV for each unit outstanding of the FMC Stock Fund. Valuation of the FMC Stock Fund shall be based upon: (A) the Closing Price or, if not available, (B) the price determined in good faith by the Trustee taking into account the latest available price of FMC Stock, as reported on the NYSE or such other principal national securities exchange on which FMC Stock is traded. The NAV shall be adjusted for gains or losses realized on sales of FMC Stock, appreciation or depreciation in the value of those shares owned, dividends paid on FMC Stock to the extent not used to purchase additional units of the FMC Stock Fund for affected Participants, and interest on the short-term investments held by the FMC Stock Fund, payables and receivables for pending stock trades, receivables for dividends not yet distributed, and payables for other expenses of the FMC Stock Fund, including principal obligations, if any, and expenses that, pursuant to Sponsor direction, the Trustee accrues or pays from the FMC Stock Fund.

(ii) Acquisition Limit. Pursuant to the Plan, the Trust may be invested in FMC Stock to the extent necessary to comply with investment directions in accordance with this Agreement. The Sponsor shall be responsible for providing specific direction on any acquisition limits required by the Plan or applicable law. Notwithstanding anything herein to the contrary, effective as of the Spin-Off Date, contributions and exchanges into the FMC Stock Fund are prohibited.

(iii) Fiduciary Duty.

(A) The Named Fiduciary shall continually monitor the suitability of acquiring and holding FMC Stock under the fiduciary duty rules of section 404(a) of ERISA (as modified by section 404(a)(2) of ERISA). The Trustee shall not be liable for any loss or expense which arises from the directions of the Named Fiduciary with respect to the acquisition and holding of FMC Stock, unless it is clear on their face that the actions to be taken under those directions would be prohibited by the foregoing fiduciary duty rules or would be contrary to the terms of this Agreement.

(B) Each Participant with an interest in FMC Stock (or, in the event of the Participant's death, his beneficiary) is, for purposes of this Section 5(e)(iii), hereby designated as a "named fiduciary" (within the meaning of section 403(a)(1) of ERISA), with respect to the shares

allocated to his or her account that were not purchased at his or her direction, and shall have the right to direct the Trustee as to the manner in which the Trustee is to vote or tender such shares, including the right to direct the Trustee's conduct, in accordance with disclosed rules, by his or her failure to respond within the required time frame.

(iv) Purchases and Sales of FMC Stock. Unless otherwise directed by the Sponsor in writing pursuant to directions that the Trustee can administratively implement, the following provisions shall govern purchases and sales of FMC Stock.

(A) Open Market Purchases and Sales. Purchases and sales of FMC Stock shall be made on the open market in accordance with the Trustee's standard trading guidelines, as they may be amended by the Trustee from time to time, as necessary to honor exchange and withdrawal activity and to maintain the target cash percentage and drift allowance for the FMC Stock Fund, provided that:

(1) If the Trustee is unable to purchase or sell the total number of shares required to be purchased or sold on such day as a result of market conditions; or

(2) If the Trustee is prohibited by the Securities and Exchange Commission, the NYSE or principal exchange on which the FMC Stock is traded, or any other regulatory body from purchasing or selling any or all of the shares required to be purchased or sold on such day, then the Trustee shall purchase or sell such shares as soon thereafter as administratively feasible.

(B) Purchases and Sales from or to Sponsor. If directed by the Sponsor in writing prior to the trading date, the Trustee may purchase or sell FMC Stock from or to the Sponsor if the purchase or sale is for adequate consideration (within the meaning of section 3(18) of ERISA) and no commission is charged.

(C) Use of an Affiliated Broker. The Named Fiduciary hereby directs the Trustee to use NFSLLC to provide brokerage services in connection with any purchase or sale of FMC Stock on the open market, except in circumstances where the Trustee has determined, in accordance with its standard trading guidelines or pursuant to Sponsor direction, to seek expedited settlement of the trades. NFSLLC shall execute such directions directly or through any of its affiliates. The provision of brokerage services shall be subject to the following:

(1) As consideration for such brokerage services, the Named Fiduciary agrees that NFSLLC shall be entitled to remuneration under this direction provision in an amount of no more than three and one-fifth cents ($.032) commission on each share of FMC Stock. Any change in such remuneration may be made only by a signed agreement between the Named Fiduciary and Trustee.

(2) The Trustee will provide the Named Fiduciary with periodic reports which summarize all securities transaction-related charges incurred with respect to trades of FMC Stock for such Plan.

(3) Any successor organization of NFSLLC, through reorganization, consolidation, merger or similar transactions, shall, upon consummation of such transaction, become the successor broker in accordance with the terms of this direction provision.

(4) The Trustee and NFSLLC shall continue to rely on this direction provision until notified to the contrary. The Named Fiduciary reserves the right to terminate this direction upon written notice to NFSLLC (or its successor) and the Trustee, in accordance with Section 12 of this Agreement.

(v) Execution of Purchases and Sales of Units. Unless otherwise directed in writing pursuant to directions that the Trustee can administratively implement, purchases and sales of units shall be made as follows:

(A) Subject to subparagraphs (B) and (C) below, purchases and sales of units in the FMC Stock Fund (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator in good order all information, documentation, and wire transfers of funds (if applicable), necessary to accurately effect such transactions. Exchanges of units in the FMC Stock Fund shall be made in accordance with the Exchange Guidelines attached hereto as Schedule "H".

(B) Aggregate sales of units in the FMC Stock Fund on any day shall be limited to the FMC Stock Fund's Available Liquidity for that day. In the event that the requested sales exceed the Available Liquidity, then transactions shall be processed giving precedence to distributions, loans and withdrawals, and otherwise on a FIFO basis, as provided in Schedule "J" Specified Hierarchy for the FMC Stock Fund. So long as the FMC Stock Fund is open for such transactions, sales of units that are requested but not processed on a given day due to insufficient Available Liquidity shall be suspended until Available Liquidity is sufficient to honor such transactions in accordance with the Specified Hierarchy.

(C) The Trustee shall close the FMC Stock Fund to sales or purchases of units, as applicable, on any date on which trading in FMC Stock has been suspended or substantial purchase or sale orders are outstanding and cannot be executed.

(vi) Securities Law Reports. The Trustee shall not be responsible for filing any reports required under Federal or state securities laws with respect to the Trust's ownership of FMC Stock, including, without limitation, any reports required under section 13 or 16 of the Securities Exchange Act of 1934. The Sponsor shall be responsible for immediately notifying the Trustee in writing of any requirement known to the Sponsor to stop purchases or sales of FMC Stock. The Trustee shall provide to the issuer of FMC Stock such information on the Trust's ownership of FMC Stock as the issuer of FMC Stock may reasonably request in order to comply with Federal or state securities laws.

(vii) Voting and Tender Offers. Notwithstanding any other provision of this Agreement the provisions of this Section shall govern the voting and tendering of FMC Stock. The Sponsor shall pay for all printing, mailing, tabulation and other costs associated with the voting and tendering of FMC Stock to the extent that such costs are not paid for by the issuer of FMC Stock.

(A) Voting.

(1) The Trustee shall furnish to the transfer agent of the issuer of FMC Stock the names, addresses and social security numbers of the Participants holding shares in the FMC Stock Fund, and the percentages of shares owned by each Participant as of the record date through reports and/or data tape. The issuer of FMC Stock shall be responsible for distributing proxy materials and voting instruction forms to Participants holding an interest in the FMC Stock Fund. In the event that the issuer of FMC Stock does not distribute said proxy materials and voting instruction forms to Participants holding an interest in FMC Stock, (i) the Sponsor shall utilize its best efforts to timely distribute or cause to be distributed for Participants said information; and (ii) the Sponsor shall, upon request, provide the Trustee with a copy of any material provided to Participants and certify to the Trustee that the materials have been mailed or otherwise sent to Participants

(2) Each Participant with an interest in the FMC Stock Fund shall have the right to direct the Trustee as to the manner in which the Trustee is to vote (including not to vote) that number of shares of FMC Stock reflecting such Participant's proportional interest in the FMC Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the voting of FMC Stock shall be communicated in writing, or by such other means as is agreed upon by the Trustee and the Sponsor. These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. Upon its receipt of the directions, the Trustee shall vote the shares of FMC Stock reflecting the Participant's proportional interest in the FMC Stock Fund as directed by the Participant.

(3) Prior to the Spin-Off Date, for all undirected shares of FMC Stock, both allocated and unallocated, the Trustee shall vote as directed by the Named Fiduciary, except as otherwise required by law. The Named Fiduciary may delegate to a fiduciary independent of the Trustee and the Sponsor, the authority to so direct the Trustee. The Sponsor shall bear the cost of any such delegation. After the Spin-Off Date, except as otherwise required by law, the Trustee shall vote all undirected shares of FMC Stock, both allocated and unallocated, in the same manner and in the same proportion as the total number of shares of FMC Stock credited to Participants' accounts for which it has received direction from Participants.

(B) Tender Offers.

(1) Each Participant with an interest in the FMC Stock Fund shall have the right to direct the Trustee to tender or not to tender some or all of the shares of FMC Stock reflecting such Participant's proportional interest in the FMC Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the tender of FMC Stock shall be communicated in writing, or by such other means as is agreed upon by the Trustee and the Sponsor. These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. The Trustee shall tender or not tender shares of FMC Stock as directed by the Participant. Except as otherwise required by law, the Trustee shall not tender shares of FMC Stock reflecting a Participant's proportional interest in the FMC Stock Fund for which it has received no direction from the Participant.

(2) Except as otherwise required by law, the Trustee shall tender that number of shares of FMC Stock not credited to Participants' accounts in the same proportion as the total number of shares of FMC Stock credited to Participants' accounts for which it has received instructions from Participants.

(3) A Participant who has directed the Trustee to tender some or all of the shares of FMC Stock reflecting the Participant's proportional interest in the FMC Stock Fund may, at any time prior to the tender offer withdrawal date, direct the Trustee to withdraw some or all of the tendered shares reflecting the Participant's proportional interest, and the Trustee shall withdraw the directed number of shares from the tender offer prior to the tender offer withdrawal deadline. Prior to the withdrawal deadline, if any shares of FMC Stock not credited to Participants' accounts have been tendered, the Trustee shall redetermine the number of shares of FMC Stock that would be tendered under Section 5(e)(vii)(B)(2) if the date of the foregoing withdrawal were the date of determination, and

withdraw from the tender offer the number of shares of FMC Stock not credited to Participants' accounts necessary to reduce the amount of tendered FMC Stock not credited to Participants' accounts to the amount so redetermined. A Participant shall not be limited as to the number of directions to tender or withdraw that the Participant may give to the Trustee.

(4) A direction by a Participant to the Trustee to tender shares of FMC Stock reflecting the Participant's proportional interest in the FMC Stock Fund shall not be considered a written election under the Plan by the Participant to withdraw, or have distributed, any or all of his withdrawable shares. The Trustee shall credit to each proportional interest of the Participant from which the tendered shares were taken the proceeds received by the Trustee in exchange for the shares of FMC Stock tendered from that interest. Pending receipt of directions (through the Administrator) from the Participant or the Named Fiduciary, as provided in the Plan, as to which of the remaining investment options the proceeds should be invested in, the Trustee shall invest the proceeds in the investment option described in Schedule "C".

(viii) General. With respect to all shareholder rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, in the case of FMC Stock, the Trustee shall follow the procedures set forth in subsection (A), above.

(ix) Conversion. All provisions in this Section 5(e)(i-viii) shall also apply to any securities received as a result of a conversion of FMC Stock.

(x) Notice. As soon as practicable following the Spin-Off Date, the Sponsor shall provide written notice to the Trustee regarding the date of the Spin-Off. Said written notice shall: (1) include all information deemed reasonably necessary by the Trustee and the Sponsor to carry out the terms of this Agreement and (2) be sent by certified or registered mail, return receipt requested, to the Trustee c/o Dennis Maguire, Fidelity Investments, 300 Puritan Way, MM3H, Marlborough, MA 01752-3078.

(xi) FMC Technologies Stock Fund. Trust investments in FMC Technologies Stock shall be made via the FMC Technologies Stock Fund. Investments in the FMC Technologies Stock Fund shall consist primarily of shares of FMC Technologies Stock. The FMC Technologies Stock Fund shall also include cash or short-term liquid investments, in accordance with this paragraph, in amounts designed to satisfy daily participant exchange or withdrawal requests. Such holdings will include Colchester Street Trust: Money Market Portfolio: Class I, or such other Mutual Fund or commingled money market pool as agreed to in writing by the Sponsor and Trustee. The Named Fiduciary shall, after consultation with the Trustee, establish and communicate to the Trustee in writing a target percentage

and drift allowance for such short-term liquid investments. Subject to its ability to execute open-market trades in FMC Technologies Stock or to otherwise trade with the Sponsor, the Trustee shall be responsible for ensuring that the short-term investments held in the FMC Technologies Stock Fund falls within the agreed-upon range over time. Each Participant's proportional interest in the FMC Technologies Stock Fund shall be measured in units of participation, rather than shares of FMC Technologies Stock. Such units shall represent a proportionate interest in all of the assets of the FMC Technologies Stock Fund, which includes shares of FMC Technologies Stock, short-term investments and at times, receivables and payables (such as receivables and payables arising out of unsettled stock trades). The Trustee shall determine a daily NAV for each unit outstanding of the FMC Technologies Stock Fund. Valuation of the FMC Technologies Stock Fund shall be based upon: (A) the Closing Price or, if not available, (B) the price determined in good faith by the Trustee taking into account the latest available price of FMC Technologies Stock, as reported on the NYSE or such other principal national securities exchange on which FMC Technologies Stock is traded. The NAV shall be adjusted for gains or losses realized on sales of FMC Technologies Stock, appreciation or depreciation in the value of those shares owned, dividends paid on FMC Technologies Stock to the extent not used to purchase additional units of the FMC Technologies Stock Fund for affected Participants, and interest on the short-term investments held by the FMC Technologies Stock Fund, payables and receivables for pending stock trades, receivables for dividends not yet distributed, and payables for other expenses of the FMC Technologies Stock Fund, including principal obligations, if any, and expenses that, pursuant to Sponsor direction, the Trustee accrues or pays from the FMC Technologies Stock Fund.

(xii) Acquisition Limit. Pursuant to the Plan, the Trust may be invested in FMC Technologies Stock to the extent necessary to comply with investment directions in accordance with this Agreement. The Sponsor shall be responsible for providing specific direction on any acquisition limits required by the Plan or applicable law.

(xiii) Fiduciary Duty.

(A) The Named Fiduciary shall continually monitor the suitability of acquiring and holding FMC Technologies Stock under the fiduciary duty rules of section 404(a) of ERISA (as modified by section 404(a)(2) of ERISA). The Trustee shall not be liable for any loss or expense which arises from the directions of the Named Fiduciary with respect to the acquisition and holding of FMC Technologies Stock, unless it is clear on their face that the actions to be taken under those directions would be prohibited by the foregoing fiduciary duty rules or would be contrary to the terms of this Agreement.

(B) Each Participant with an interest in FMC Technologies Stock

(or, in the event of the Participant's death, his beneficiary) is, for purposes of this Section 5(e)(xiii), hereby designated as a "named fiduciary" (within the meaning of section 403(a)(1) of ERISA), with respect to the shares allocated to his or her account that were not purchased at his or her direction, and shall have the right to direct the Trustee as to the manner in which the Trustee is to vote or tender such shares, including the right to direct the Trustee's conduct, in accordance with disclosed rules, by his or her failure to respond within the required time frame.

(xiv) Purchases and Sales of FMC Technologies Stock. Unless otherwise directed by the Sponsor in writing pursuant to directions that the Trustee can administratively implement, the following provisions shall govern purchases and sales of FMC Technologies Stock.

(A) Open Market Purchases and Sales. Purchases and sales of FMC Technologies Stock shall be made on the open market in accordance with the Trustee's standard trading guidelines, as they may be amended by the Trustee from time to time, as necessary to honor exchange and withdrawal activity and to maintain the target cash percentage and drift allowance for the FMC Technologies Stock Fund, provided that:

(1) If the Trustee is unable to purchase or sell the total number of shares required to be purchased or sold on such day as a result of market conditions; or

(2) If the Trustee is prohibited by the Securities and Exchange Commission, the NYSE or principal exchange on which FMC Technologies Stock is traded, or any other regulatory body from purchasing or selling any or all of the shares required to be purchased or sold on such day, then the Trustee shall purchase or sell such shares as soon thereafter as administratively feasible.

(B) Purchases and Sales from or to Sponsor. If directed by the Sponsor in writing prior to the trading date, the Trustee may purchase or sell FMC Technologies Stock from or to the Sponsor if the purchase or sale is for adequate consideration (within the meaning of section 3(18) of ERISA) and no commission is charged. If Sponsor contributions (employer) or contributions made by the Sponsor on behalf of the Participants (employee) under the Plan are to be invested in FMC Technologies Stock, the Sponsor may transfer FMC Technologies Stock in lieu of cash to the Trust.

(C) Use of an Affiliated Broker. The Named Fiduciary hereby directs the Trustee to use NFSLLC to provide brokerage services in connection with any purchase or sale of FMC Technologies Stock on the open market, except in circumstances where the Trustee has determined, in accordance with its standard trading guidelines or pursuant to Sponsor direction, to seek expedited settlement of the trades. NFSLLC shall execute such directions directly or through any of its affiliates. The provision of brokerage services shall be subject to the following:

(1) As consideration for such brokerage services, the Named Fiduciary agrees that NFSLLC shall be entitled to remuneration under this direction provision in an amount of no more than three and one-fifth cents ($.032) commission on each share of FMC Technologies Stock. Any change in such remuneration may be made only by a signed agreement between the Named Fiduciary and Trustee.

(2) The Trustee will provide the Named Fiduciary with periodic reports which summarize all securities transaction-related charges incurred with respect to trades of FMC Technologies Stock for such Plan.

(3) Any successor organization of NFSLLC, through reorganization, consolidation, merger or similar transactions, shall, upon consummation of such transaction, become the successor broker in accordance with the terms of this direction provision.

(4) The Trustee and NFSLLC shall continue to rely on this direction provision until notified to the contrary. The Named Fiduciary reserves the right to terminate this direction upon written notice to NFSLLC (or its successor) and the Trustee, in accordance with Section 12 of this Agreement.

(xv) Execution of Purchases and Sales of Units. Unless otherwise directed in writing pursuant to directions that the Trustee can administratively implement, purchases and sales of units shall be made as follows:

(A) Subject to subparagraphs (B) and (C) below, purchases and sales of units in the FMC Technologies Stock Fund (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator in good order all information, documentation, and wire transfers of funds (if applicable), necessary to accurately effect such transactions. Exchanges of units in the FMC Technologies Stock Fund shall be made in accordance with the Exchange Guidelines attached hereto as Schedule “H”.

(B) Aggregate sales of units in the FMC Technologies Stock Fund on any day shall be limited to the FMC Technologies Stock Fund’s Available Liquidity for that day. In the event that the requested sales exceed the Available Liquidity, then transactions shall be processed giving precedence to distributions, loans and withdrawals, and otherwise on a FIFO basis, as provided in Schedule “K” the Specified Hierarchy for the FMC Technologies Stock Fund. So long as the FMC

Technologies Stock Fund is open for such transactions, sales of units that are requested but not processed on a given day due to insufficient Available Liquidity shall be suspended until Available Liquidity is sufficient to honor such transactions in accordance with the Specified Hierarchy.

(C) The Trustee shall close the FMC Technologies Stock Fund to sales or purchases of units, as applicable, on any date on which trading in the FMC Technologies Stock has been suspended or substantial purchase or sale orders are outstanding and cannot be executed.

(xvi) Securities Law Reports. The Trustee shall not be responsible for filing any reports required under Federal or state securities laws with respect to the Trust's ownership of FMC Technologies Stock, including, without limitation, any reports required under section 13 or 16 of the Securities Exchange Act of 1934. The Sponsor shall be responsible for immediately notifying the Trustee in writing of any requirement to stop purchases or sales of FMC Technologies Stock. The Trustee shall provide to the Sponsor such information on the Trust's ownership of FMC Technologies Stock as the Sponsor may reasonably request in order to comply with Federal or state securities laws.

(xvii) Voting and Tender Offers. Notwithstanding any other provision of this Agreement the provisions of this Section shall govern the voting and tendering of FMC Technologies Stock. The Sponsor shall pay for all printing, mailing, tabulation and other costs associated with the voting and tendering of FMC Technologies Stock.

(A) Voting.

(1) When the issuer of FMC Technologies Stock prepares for any annual or special meeting, the Sponsor shall notify the Trustee at least thirty (30) days in advance of the intended record date and the Trustee shall furnish to the Sponsor's transfer agent the names, addresses and social security numbers of the Participants holding shares in the FMC Technologies Stock Fund, and the percentages of shares owned by each Participant as of the record date through reports and/or data tape. The Sponsor shall cause its transfer agent to distribute proxy materials and voting instruction forms to participants holding an interest in the FMC Technologies Stock Fund. The Sponsor shall, upon request, provide the Trustee with a copy of any materials provided to the participants and certify to the Trustee that the materials have been mailed or otherwise sent to participants.

(2) Each Participant with an interest in the FMC Technologies Stock Fund shall have the right to direct the Trustee as to the manner in which the Trustee is to vote (including not to vote) that number of shares of FMC Technologies Stock reflecting such Participant's proportional interest in the FMC Technologies Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the voting of FMC Technologies Stock shall be communicated in

writing, or by such other means as is agreed upon by the Trustee and the Sponsor through the Sponsor's transfer agent. These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. Upon its receipt of the directions, the Trustee shall vote the shares of FMC Technologies Stock reflecting the Participant's proportional interest in the Stock Fund as directed by the Participant.

(3) Except as otherwise required by law, for all undirected shares of FMC Technologies Stock, both allocated and unallocated, the Trustee shall vote that number of shares of FMC Technologies Stock not credited to Participants' accounts in the same proportion as the total number of shares of FMC Technologies Stock credited to Participants' accounts for which it has received instructions from Participants.

(B) Tender Offers.

(1) Upon commencement of a tender offer for any securities held in the Trust that are FMC Technologies Stock, the Sponsor shall notify each Participant of the tender offer and utilize its best efforts to timely distribute or cause to be distributed to the participant the same information that is distributed to shareholders of the FMC Technologies Stock in connection with the tender offer. The Sponsor shall, upon request, provide the Trustee with a copy of any material provided to the participants and certify to the Trustee that the materials have been mailed or otherwise sent to participants.

(2) Each Participant with an interest in the FMC Technologies Stock Fund shall have the right to direct the Trustee to tender or not to tender some or all of the shares of FMC Technologies Stock reflecting such Participant's proportional interest in the FMC Technologies Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the tender of FMC Technologies Stock shall be communicated in writing, or by such other means as is agreed upon by the Trustee and the Sponsor.) These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. The Trustee shall tender or not tender shares of FMC Technologies Stock as directed by the Participant. Except as otherwise required by law, the Trustee shall not tender shares of FMC Technologies Stock reflecting a Participant's proportional interest in the FMC Technologies Stock Fund for which it has received no direction from the Participant.

(3) Except as otherwise required by law, with respect to all shares of FMC Technologies Stock not credited to Participants' accounts (unallocated), the Trustee shall tender such shares in the same proportion as the total number of shares of FMC Technologies Stock credited to Participants' accounts that have been tendered by Participants or shareholders.

(4) A Participant who has directed the Trustee to tender some or all of the shares of FMC Technologies Stock reflecting the Participant's proportional interest in the FMC Technologies Stock Fund may, at any time prior to the tender offer withdrawal date, direct the Trustee to withdraw some or all of the tendered shares reflecting the Participant's proportional interest, and the Trustee shall withdraw the directed number of shares from the tender offer prior to the tender offer withdrawal deadline. Prior to the withdrawal deadline, if any shares of FMC Technologies Stock not credited to Participants' accounts have been tendered, the Trustee shall redetermine the number of shares of FMC Technologies Stock that would be tendered under Section 5(e)(xvii)(B)(3) if the date of the foregoing withdrawal were the date of determination, and withdraw from the tender offer the number of shares of FMC Technologies Stock not credited to Participants' accounts necessary to reduce the amount of tendered FMC Technologies Stock not credited to Participants' accounts to the amount so redetermined. A Participant shall not be limited as to the number of directions to tender or withdraw that the Participant may give to the Trustee.

(5) A direction by a Participant to the Trustee to tender shares of FMC Technologies Stock reflecting the Participant's proportional interest in the FMC Technologies Stock Fund shall not be considered a written election under the Plan by the Participant to withdraw, or have distributed, any or all of his withdrawable shares. The Trustee shall credit to each proportional interest of the Participant from which the tendered shares were taken the proceeds received by the Trustee in exchange for the shares of FMC Technologies Stock tendered from that interest. Pending receipt of directions (through the Administrator) from the Participant or the Named Fiduciary, as provided in the Plan, as to which of the remaining investment options the proceeds should be invested in, the Trustee shall invest the proceeds in the investment option described in Schedule "C".

(xviii) General. With respect to all shareholder rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, in the case of FMC Technologies Stock, the Trustee shall follow the procedures set forth in subsection (A), above.

(xix) Conversion. All provisions in this Section 5(e)(xi-xviii) shall also apply to any securities received as a result of a conversion of FMC Technologies Stock.

(f) Participant Loans. The Administrator shall act as the Trustee's agent for Participant loan notes and as such shall (i) separately account for repayments of such loans and clearly identify such

assets as Plan assets and (ii) collect and remit all principal and interest payments to the Trustee. To originate a Participant loan, the Plan Participant shall direct the Trustee as to the term and amount of the loan to be made from the Participant's individual account. Such directions shall be made by Plan Participants by use of the system maintained for such purpose by the Trustee or its agent. The Trustee shall determine, based on the current value of the Participant's account on the date of the request and any guidelines provided by the Sponsor, the amount available for the loan. Based on the interest rate supplied by the Sponsor in accordance with the terms of the Plan, the Trustee shall advise the Participant of such interest rate, as well as the installment payment amounts. The Trustee shall distribute the Participant loan agreement and truth-in-lending disclosure with the proceeds check to the Participant. To facilitate recordkeeping, the Trustee may destroy the original of any proceeds check (including the promissory note) made in connection with a loan to a Participant under the Plan, provided that the Trustee or its agent first creates a duplicate by a photographic or optical scanning or other process yielding a reasonable facsimile of the proceeds check (including the promissory note) and the Plan Participant's signature thereon, which duplicate may be reduced or enlarged in size from the actual size of the original.

(g) Stable Value Investments. Stable value investments in the Trust shall be subject to the following limitations:

(i) Collective Investment Funds Managed by the Trustee. To the extent that the Named Fiduciary selects as an investment option the Managed Income Portfolio II of the Fidelity Group Trust for Employee Benefit Plans, a group trust maintained by the Trustee for qualified plans (the "Group Trust"), the Sponsor hereby (A) acknowledges that it has received from the Trustee a copy of the Group Trust, the participation agreement for the Group Trust (the "Participation Agreement") and the Declaration of Separate Fund for the Managed Income Portfolio II of the Group Trust, and (B) adopts the terms of the Group Trust, the Participation Agreement and the Declaration of Separate Fund as part of this Agreement.

(ii) MIP II Blend Fund. The MIP II Blend Fund shall consist of the Existing Investment Contracts maintained by the Trustee and blended with the Managed Income Portfolio II. All transactions involving the MIP II Blend Fund shall be done in accordance with the Investment Guidelines attached hereto as Schedule "L".

(iii) Liquidity Reserve. To provide the necessary monies for exchanges or redemptions from the stable value investment option, if any, under the Plan, the Sponsor agrees that the Plan shall maintain a liquidity reserve for the Plan's stable value investment options consisting of Colchester Street Trust: Money Market Portfolio: Class I or such other Mutual Fund or commingled money market pool as agreed to by the Sponsor and the Trustee.

(h) Participation in U.S. Equity Index Commingled Pool. The Sponsor hereby (i) acknowledges that it has received from the Trustee a copy of the Group Trust for the U.S. Equity Index Commingled Pool, the Participation Agreement for the Group Trust and the Declaration of Separate Fund for the U.S. Equity Index Commingled Pool, and (ii) adopts as part of this Agreement the terms of the Group Trust, the Participation Agreement and the Declaration of Separate Fund for the U.S. Equity Index Commingled Pool.

(i) Trustee Powers. The Trustee shall have the following powers and authority:

(i) Subject to paragraphs (a) through (h) of this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(ii) To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Named Fiduciary or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) To borrow funds from a bank not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion; provided that the cost of such borrowing shall be allocated in a reasonable fashion to the investment fund(s) in need of liquidity.

(vi) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Trust; to commence or defend suits or legal or administrative proceedings; to represent the Trust in all suits and legal and administrative hearings; and to pay all reasonable expenses arising from any such action, from the Trust if not paid by the Sponsor, all with the advance written consent of the Sponsor, which consent shall not be unreasonably withheld.

(vii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Trust if not paid by the Sponsor, all with the advance written consent of the Sponsor, which consent shall not be unreasonably withheld.

(viii) Subject to paragraphs (a) through (h) of this Section 5, to invest all or any part of the assets of the Trust in investment contracts and short term investments (including interest bearing accounts with the Trustee or money market mutual funds advised by affiliates of the Trustee) and in any collective investment trust or group trust, including any collective investment trust or group trust maintained by the Trustee, which then provides for the pooling of the assets of plans described in Section 401(a) and exempt from tax under Section 501(a) of the Code, or any comparable provisions of any future legislation that amends, supplements, or supersedes those sections, provided that such collective investment trust or group trust is exempt from tax under the Code or regulations or rulings issued by the Internal Revenue Service. The provisions of the document governing such collective investment trusts or group trusts, as it may be amended from time to time, shall govern any investment therein and are hereby made a part of this Trust Agreement.

(ix) To do all other acts, although not specifically mentioned herein, as the Trustee may deem reasonably necessary to carry out any of the foregoing powers and the purposes of the Trust. Notwithstanding anything herein to the contrary, the Trustee's powers shall be exercisable for the exclusive purpose of providing benefits to Participants under the Plan and in accordance with the standards of a prudent man under ERISA.

Section 6. Recordkeeping and Administrative Services to Be Performed.

(a) General. The Trustee or its affiliates shall perform those recordkeeping and administrative functions described in Schedule "A" attached hereto. These recordkeeping and administrative functions shall be performed in accordance with the terms of the Plan as set forth and detailed in the PAM.

(b) Accounts. The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of each Reporting Date. Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting

Date. Except as otherwise required under ERISA, upon the expiration of one year from the date of filing such account with the Sponsor, the Trustee shall have no liability or further accountability to the Administrator with respect to the propriety of its acts or transactions shown in such account (or any participant-level report provided to a participant), except with respect to such acts or transactions as to which a written objection shall have been filed with the Trustee within such one year period, other than to take action to correct any errors as directed by the Sponsor. During said one (1) year period, errors will be corrected by the Trustee at the Trustee's expense. After said one (1) year period, errors will be corrected by the Trustee at the Sponsor's expense.

(c) Inspection and Audit. Prior to the termination of this Agreement, all records generated by the Trustee in accordance with paragraphs (a) and (b), above, shall be open to inspection and audit by the Administrator or any persons designated by the Administrator, during the Trustee's regular business hours. Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Sponsor, at no expense to the Sponsor or the Trust, (i) test data in a machine readable format (via diskette or tape, with corresponding hard copy reports and file layout information) containing a file dump of plan data, including a statement of each Participant's account, which statement shall include at least the name, address, social security number, date of hire, date of birth, vesting, account balances by Participant and source, forfeiture balances and any other indicative data maintained on FPRS, and (ii) a final file dump in the same format as the test data as of the final date specified in the notice of resignation, removal, or termination of the Trustee or the termination of this Agreement. The Sponsor will be responsible for any cost associated with providing the Administrator or the Plan's new recordkeeper with additional records which are routinely prepared by the Trustee in recordkeeping the Plan. Such additional costs shall be communicated to the Sponsor in advance, and the Sponsor's written approval of such costs shall be obtained before such costs are incurred.

(d) Notice of Plan Amendment. The Trustee's provision of the recordkeeping and administrative services set forth in this Section 6 shall be conditioned on the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption and on the Administrator providing the Trustee, on a timely basis, with all the information the Trustee deems necessary for it to perform the recordkeeping and administrative services set forth herein, and such other information as the Trustee may reasonably request.

(e) Returns, Reports and Information. Except as set forth on Schedule "A", the Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information in the Trustee's regular format, which shall be machine readable, as the Administrator may reasonably request to make these filings at no additional cost to the Sponsor or the Trust. The Administrator shall

also be responsible for making any disclosures to Participants required by law, except such disclosure as may be required under federal or state truth-in-lending laws with regard to Participant loans, which shall be provided by the Trustee.

Section 7. Compensation and Expenses. Within thirty (30) days of receipt of the Trustee's bill, which shall be computed and billed in accordance with Schedule "B" attached hereto and made a part hereof, as amended from time to time, the Sponsor shall send to the Trustee a payment in such amount or the Sponsor may direct the Trustee to deduct such amount from Participants' accounts. All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, and all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, shall be a charge against and paid from the appropriate Participants' accounts. To reflect increased operating costs, the Trustee may once each calendar year, but not prior to September 28, 2002 amend Schedule "B" with the Sponsor's consent, which consent shall not be unreasonably withheld or delayed, upon seventy-five (75) days notice to the Sponsor.

Section 8. Directions and Indemnification.

(a) Identity of Administrator and Named Fiduciary. The Trustee shall be fully protected in relying on the fact that the authorized individuals of the Named Fiduciary and the Administrator under the Plan are the individuals or entities named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

(b) Directions from Administrator. Whenever the Administrator provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction (i) if the direction is contained in a writing (or is oral and immediately confirmed in a writing) signed by any individual whose name and signature have been submitted (and not withdrawn) in writing to the Trustee by the Administrator in the form attached hereto as Schedule "D", and (ii) if the Trustee reasonably believes the signature of the individual to be genuine, unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited by the fiduciary duty rules of Section 404(a) of ERISA or would be contrary to the terms of this Agreement. For purposes of this Section, such direction may also be made via electronic data transfer (EDT) or other electronic means in accordance with procedures agreed to by the Administrator and the Trustee; provided, however, that the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Administrator.

(c) Directions from Named Fiduciary. Whenever the Named Fiduciary or Sponsor provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction (i) if the direction is contained in a writing (or is oral and immediately confirmed in a writing) signed by any individual whose name and signature have been submitted (and not withdrawn) in writing to the Trustee by the Named Fiduciary in the form attached hereto as Schedule "E" and (ii) if the Trustee reasonably believes the signature of the individual to be genuine, unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited by the fiduciary duty rules of Section 404(a) of ERISA or would be contrary to the terms of this Agreement. Such direction may also be made via EDT or other electronic means in accordance with procedures agreed to by the Named Fiduciary and the Trustee; provided, however, that the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Named Fiduciary.

(d) Co-Fiduciary Liability. In any other case, the Trustee shall not be liable for any loss or expense arising from any act or omission of another fiduciary under the Plan except as provided in section 405(a) of ERISA.

(e) Indemnification. The Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorneys' fees and disbursements ("Losses"), that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or Trust, excepting only any and all Losses arising from the Trustee's negligence, bad faith, violation of law, breach of the terms of this Agreement or error.

The Trustee shall indemnify the Sponsor against, and hold the Sponsor harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Sponsor by reason of any claim, regulatory proceeding, or litigation arising from Trustee's, its agents', affiliates' or their successors' negligence, bad faith, violation of law, breach of the terms of this Agreement or error.

The Trustee shall also indemnify the Sponsor against and hold the Sponsor harmless from any and all such Losses that may be incurred by, imposed upon, or asserted against the Sponsor solely as a result of (i) any defects in the investment methodology embodied in the target asset allocation or model portfolio provided through Fidelity PortfolioPlanner(SM), except to the extent that any such Losses arise from information provided by the Participant, the Sponsor or third parties; or (ii) any prohibited transactions resulting from the provision of Fidelity PortfolioPlanner(SM) by the Trustee.

(f) Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

Section 9. Resignation or Removal of Trustee.

(a) Resignation. The Trustee may resign at any time upon sixty (60) days' notice in writing to the Sponsor, unless a shorter period of notice is agreed upon by the Sponsor.

(b) Removal. The Sponsor may remove the Trustee at any time upon thirty (30) days' notice in writing to the Trustee, unless a shorter period of notice is agreed upon by the Trustee.

Section 10. Successor Trustee.

(a) Appointment. If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

(b) Acceptance. As of the date the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee, except as may be required to evidence such transition. The predecessor trustee shall execute all instruments and do all acts that may be reasonably necessary and requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

(c) Corporate Action. Any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

Section 11. Termination. This Agreement may be terminated in full, or with respect to only a portion of the Plan (i.e., a "partial deconversion") at any time by the Sponsor upon thirty (30) days' notice in writing to the Trustee. As of the date of the termination of this Agreement, the Trustee shall transfer and deliver to such individual or entity as the Sponsor shall designate, all cash and assets then constituting the Trust. If, by the termination date, the Sponsor has not notified the Trustee in writing as to the individual or entity to which the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave to deposit the assets and cash in a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all direct costs and expenses of the action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

Notwithstanding the foregoing, this Agreement shall terminate in its entirety when there are no assets remaining in the Trust.

Section 12. Resignation, Removal, and Termination Notices. All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor c/o Vice President and General Counsel, FMC Technologies, Inc., 200 Randolph Drive, Chicago, Illinois 60601, and to the Trustee c/o Legal Department, ERISA Group, Fidelity Investments, 82 Devonshire Street, Boston, Massachusetts 02109, or to such other addresses as the parties have notified each other of in the foregoing manner.

Section 13. Duration. This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

Section 14. Amendment or Modification. This Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Trustee whose consent shall not be unreasonably withheld or delayed. The individuals authorized to sign such instrument shall be those authorized by the Sponsor on Schedule "E."

Section 15. Electronic Services.

(a) The Trustee may provide communications and services ("Electronic Services") and/or software products ("Electronic Products") via electronic media, including, but not limited to Fidelity Plan Sponsor WebStation. The Sponsor and its agents agree to use such Electronic Services and Electronic Products only in the course of reasonable administration of or participation in the Plan and to keep confidential and not publish, copy, broadcast, retransmit, reproduce, commercially exploit or otherwise redisseminate the Electronic Products or Electronic Services or any portion thereof without the Trustee's written consent, except, in cases where Trustee has specifically notified the Sponsor that the Electronic Products or Services are suitable for delivery to Participants, for non-commercial personal use by Participants or beneficiaries with respect to their participation in the plan or for their other retirement planning purposes.

(b) The Sponsor shall be responsible for installing and maintaining all Electronic Products, (including any programming required to accomplish the installation) and for displaying any and all content associated with Electronic Services on its computer network and/or Intranet so that such content will appear exactly as it appears when delivered to Sponsor. All Electronic Products and Services shall be clearly identified as originating from the Trustee or its affiliate. The Sponsor shall promptly remove Electronic Products or Services from its computer network and/or Intranet, or replace the Electronic Products or Services with updated products or services provided by the Trustee, upon written notification (including written notification via facsimile) by the Trustee.

(c) All Electronic Products shall be provided to the Sponsor without any express or implied legal warranties or acceptance of legal liability by the Trustee, and all Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. Except as otherwise stated in this Agreement, no rights are conveyed to any property, intellectual or tangible, associated with the contents of the Electronic Products or Services and related material. The Trustee hereby grants to the Sponsor a non-exclusive, non-transferable revocable right and license to use the Electronic Products and Services in accordance with the terms and conditions of this Agreement.

(d) To the extent that any Electronic Products or Services utilize Internet services to transport data or communications, the Trustee will take, and Sponsor agrees to follow, reasonable security precautions, however, the Trustee disclaims any liability for interception of any such data or communications. The Trustee reserves the right not to accept data or communications transmitted via electronic media by the Sponsor or a third party if it determines that the media does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications made by the Sponsor without direction from the Trustee to the Electronic Products or Services after delivering it to the Sponsor.

Section 16. Assignment. This Agreement, and any of its rights and obligations hereunder, may not be assigned by any party without the prior written consent of the other party(ies), which consent shall not be unreasonably withheld. All provisions in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 17. Force Majeure. No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages or strikes. This clause shall not excuse any of the parties to the Agreement from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans adequate for protection of all data each of the parties to the Agreement are responsible for maintaining for the Plan.

Section 18. Confidentiality. Both parties to this Agreement recognize that in the course of implementing and providing the services described herein, each party may disclose to the other Confidential Information. All such Confidential Information, individually and collectively, and other proprietary information disclosed by either party shall remain the sole property of the party disclosing the same, and the receiving party shall have no interest or rights with respect thereto if so designated by the disclosing party to the receiving party. Each party agrees to maintain all such Confidential Information in trust and confidence to the same extent that it protects its own proprietary information, and not to disclose such Confidential Information to any third party without the written consent of the other party. Each party further agrees to take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. In addition, each party agrees not to disclose or make public to anyone, in any manner, the terms of this Agreement, except as required by law, without the prior written consent of the other party.

Section 19. General.

(a) Performance by Trustee, its Agents or Affiliates. The Sponsor acknowledges and authorizes that the services to be provided under this Agreement shall be provided by the Trustee, its agents or affiliates, or the successor to any of them, and that such services shall conform to the terms of this Agreement.

(b) Entire Agreement. This Agreement together with the schedules attached hereto, and the letter between Fidelity and FMC Technologies, Inc. dated September 28, 2001, (which letter is incorporated by reference solely with respect to the calculation of the fees as detailed on Schedule B hereto), which are hereby incorporated by reference, contain all of the terms agreed upon between the parties with respect to the subject matter hereof. The use of capitalized terms in the schedules shall have the meaning as defined herein.

(c) Waiver. No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or any subsequent failure or refusal to comply with any other obligation hereunder.

(d) Successors and Assigns. The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

(e) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Insurance. The Trustee shall maintain insurance to cover liabilities and losses occurring by reason of acts or omissions of the Trustee including, but not limited to, losses sustained as the direct result of dishonest or fraudulent acts committed by its employees, computer crime and physical loss.

(g) Section Headings. The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

Section 20. Governing Law.

(a) ERISA Controls. This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a qualified trust as defined under section 401(a) of the Code which is entitled to tax exemption under section 501(a) of the Code; and shall at all times be maintained as a domestic trust in the United States. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of ERISA and the Commonwealth of Massachusetts, except to the extent those laws conflict, in which case, the provisions of ERISA prevail.

(b) Trust Agreement Controls. The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control with respect to the rights, duties and responsibilities of the Trustee, in all other instances the Plan shall control.

Section 21. Plan Qualification. The Plan is intended to be qualified under section 401(a) of the Code and the Trust established hereunder is intended to be tax-exempt under section 501(a) of the Code. A confirmation of the Plan's current qualified status is attached hereto as Schedule "F," and the Sponsor shall provide a copy of any determination letter regarding the Plan's qualification upon request by the Trustee. The Sponsor has the sole responsibility for ensuring the Plan's qualified status and full compliance with the applicable requirements of ERISA. The Sponsor hereby certifies that it has furnished to the Trustee a complete copy of the Plan and all amendments thereto in effect as of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

FMC TECHNOLOGIES, INC.

Attest: /s/ Lori A. Lenard
Assistant General Counsel

By: /s/ Michael W. Murray
Name: Michael W. Murray
Title: Vice President - Human Resources
Date: September 28, 2001

FIDELITY MANAGEMENT TRUST COMPANY

Attest: /s/ Douglas O. Kent
Assistant Clerk

By: /s/ Carolyn Redden
Name: Carolyn Redden
Title: Vice President
Date: October 9, 2001

Schedule “A”

RECORDKEEPING AND ADMINISTRATIVE SERVICES

This Schedule “A” summarizes the recordkeeping and administrative services to be provided by Fidelity with respect to the Plan. Fidelity will provide the recordkeeping and administrative services set forth in this Agreement and specifically as detailed in the PAM, or as otherwise agreed to in writing (or by means of a secure electronic medium) between Sponsor and Trustee. The Trustee may unilaterally add or enhance services, provided there is no impact on the fees set forth in Schedule “B.” Generally, such administrative services include:

Plan Administration

* Establishment and maintenance of Participant account and election percentages.

* Maintenance of the Plan investment options set forth on Schedule “C.”

* Maintenance of the following money classifications:

- Basic Pre-Tax
- Supplemental Pre-Tax
- Pre-Tax Match
- Basic After-Tax
- Supplemental After-Tax
- After-Tax Match
- Rollover
- Prior Plan Company Match
- Prior Plan Match
- Prior Plan Rollover

A) Participant Services

Establishment and maintenance of a Participant Telephone System, an automated voice response system and on-line account access via the World Wide Web providing the following services:

- Enroll new Participants. Confirmation of enrollment will be provided on-line or if requested, by mail (generally within five (5) calendar days of the request).
- Provide Plan investment option information.
- Provide and maintain information and explanations about Plan provisions.
- Respond to requests for literature.

Schedule “A” (continued)

- Allow Participants to change their deferral and after-tax percentages and provide updates via EDT for the Sponsor to apply to its payrolls accordingly.
- Maintain and process changes to Participants’ contribution allocations for all money sources.
- Process exchanges (transfers) between investment options on a daily basis.
- Process in-service withdrawals due to certain circumstances previously approved by the Sponsor.
- Process hardship withdrawals due to certain circumstances previously approved by the Sponsor and in accordance with the procedures set forth in the PAM.
- Consult with Participants on various loan scenarios and generate all documentation.

B) Plan accounting services, including

1. Process payroll contributions according to the Sponsor’s payroll frequency via EDT, magnetic tape or diskette. The data format will be provided by Trustee.

2. Maintain and update employee data necessary to support plan administration. The data will be submitted according to payroll frequency.

3. Provide daily Plan and Participant level accounting for all Plan investment options.

4. Provide daily Plan and Participant level accounting for all money classifications for the Plan.

5. Audit and reconcile the Plan and Participant accounts daily.

6. Reconcile and process Participant withdrawal requests and distributions as approved and directed by the Sponsor. All requests are paid based on the current market values of Participants’ accounts, not advanced or estimated values. A distribution report will accompany each check.

7. Track individual Participant loans; process loan withdrawals; re-invest loan repayments; and prepare and deliver comprehensive reports to the Sponsor to assist in the administration of Participant loans.

8. Maintain and process changes to Participants’ deferral percentage and prospective and existing investment mix elections.

C) Participant reporting services, including

1. Provide confirmation to Participants of all Participant initiated transactions either online or via the mail. Online confirms are generated upon submission of a transaction and mail confirms are mailed by Fidelity to the Participant’s home address within three to five calendar days of the transaction.

2. Provide Participants with quarterly statements reflecting all activity for the period via first class mail. Participants who elect to generate their statements electronically via NetBenefits will not receive paper statements unless otherwise requested by the Participant.

3. Provide Participants with required Code (S)402(f) notification for distributions from the Plan. This notice advises Participants of the tax consequences of their Plan distributions.

4. Provide Participants with required Code (S)411(a)(11) notification for distributions from the Plan. This notice advises Participants of the normal and optional forms of payment of their Plan distributions.

D) Plan reporting services, including

1. Prepare, reconcile and deliver a monthly Trial Balance Report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than twenty (20) calendar days after the end of each month in the absence of unusual circumstances.

2. Prepare, reconcile and deliver a Quarterly Administrative Report presenting both on a Participant and a total Plan basis all money classes, investment positions and a summary of all activity of the Participant and Plan as of the last business day of the quarter. The report will be delivered not later than twenty (20) calendar days after the end of each quarter in the absence of unusual circumstances.

3. Provide such other reports as mutually agreed upon by the parties.

E) Government reporting services, including

1. Process year-end tax reports for Participants—Forms 1099-R, as well as financial reporting to assist in the preparation of Form 5500.

F) Communication and education services, including

1. Design, produce and distribute a customized comprehensive communications program for employees. The program may include multimedia informational materials, investment education and planning materials, access to Fidelity’s homepage on the Internet and STAGES magazine. Additional fees for such services may apply as mutually agreed upon between Sponsor and Trustee.

2. Provide Fidelity Portfolio Planner(SM) an internet-based educational service for Participants that generates target asset allocations and model portfolios customized to investment options in the Plan based upon methodology provided by Strategic Advisers, Inc., an affiliate of the Trustee. The Sponsor acknowledges that it has received the ADV Part II for Strategic Advisers, Inc. more than 48 hours prior to executing the Trust agreement.

Schedule “A” (continued)

G) Other services, including

1. Non-Discrimination Testing: Perform non-discrimination limitation testing, as detailed in the PAM. In order to obtain this service, the Sponsor shall be required to provide the information identified in the Fidelity Discrimination Testing Package Guidelines.

2. Plan Sponsor Webstation: The Fidelity Participant Recordkeeping System is available on-line to the Sponsor via the Plan Sponsor Webstation (“PSW”). PSW is a graphical, Windows-based application that provides current plan and Participant-level information, including indicative data, account balances, activity and history.

3. Change of Address by Telephone: The Trustee shall allow terminated and retired Participants to make address changes via Fidelity’s toll-free telephone service.

4. Other administrative services as detailed in the PAM.

SCHEDULE "B"

FEES

Plan Set Up Fee	One time fee of $36,500 payable in full by Sponsor upon project completion, but no later than 90 days following completion
Annual Participant Fee:	$25.00 per participant billed and automatically deducted by Trustee from participants' accounts quarterly. This fee will be imposed pro rata for each calendar quarter or any part thereof, that it remains necessary to keep a participant's account(s) as part of the Plan's records, e.g. vested, deferred, forfeiture and terminated Participants who must remain on file through calendar year-end for reporting purposes.
Enrollments by Phone:	$5.00 per non-active employee residing on Fidelity's participant recordkeeping system; to be paid quarterly by Sponsor directly to Trustee.
Loan Fee:	Establishment fee of $75.00 per loan account; to be automatically deducted quarterly by Trustee from participants' accounts.
In-Service Withdrawals by Phone	$20.00 per withdrawal; to be automatically deducted quarterly by Trustee from participants' accounts.
Return of Excess Contribution Fee	$25.00 per participant percalculation and check generation; to be paid quarterly by Sponsor directly to Trustee.
Plan Sponsor Webstation (PSW)	Three User IDs provided free of charge. Additional IDs available upon request.
QDRO Qualification	$750.00 per order; to be paid quarterly by Sponsor directly to Trustee.
Minimum Required Distributions:	$25.00 per MRD participant per year; to be automatically deducted quarterly by Trustee from participants' accounts.

SCHEDULE “B” (continued)

Non-Fidelity Mutual Funds	Clipper Fund: .25% service fee* Sequoia Fund: 0% service fee** MAS Mid Cap Growth Fund (Administrative Class): .35% service fee PIMCO Total Return Fund (Administrative Class): .25% service fee Mutual Qualified (Z Class): 0% service fee All such fees shall be paid directly to Trustee by each Non-Fidelity Mutual Fund vendor. *To the extent Clipper has not agreed to this fee schedule, any resulting loss in service fees to Trustee shall be made up by a corresponding increase in the Trustee’s fees. **To the extent Sequoia agrees to a fee schedule, any resulting increase in service fees to Trustee shall be offset by a corresponding reduction in the Trustee’s fees.
Assets invested in Fidelity Managed Income Portfolio II	.25% service fee; to be deducted from the fund’s overall performance.
Stock Administration Fee	To the extent that assets are invested in the FMC Technologies Stock Fund and/or the FMC Stock Fund, .10% of such assets in each stock fund in the Trust payable by the Sponsor to the Trustee pro rata quarterly on the basis of such assets as of the calendar quarter’s last valuation date, but no less than $10,000 and no greater than $115,000 in total for both stock funds.
Non-Discrimination Testing	Sponsor has contracted with Trustee to perform non-discrimination testing and may continue to do so in the future. Fees for all such services will be at the then applicable rates, as agreed to by the Sponsor prior any tests being completed.
Other Fees	Separate charges for extraordinary expenses resulting from large numbers of simultaneous manual transactions; from errors not caused by Fidelity; reports not contemplated in this Agreement and extraordinary expenses resulting from Sponsor’s corporate actions. The Administrator may provide the Trustee with written direction to deduct administrative fees from the Trust. All Communications will be fee for service, other than Stages and postage for literature fulfillment and quarterly statements.

Schedule “C”

INVESTMENT OPTIONS

In accordance with Section 5(b), the Named Fiduciary hereby directs the Trustee that Participants’ individual accounts may be invested in the following investment options:

. Sequoia Fund

. Clipper Fund

. Mutual Qualified Fund (Class Z)

. MAS Mid Cap Growth Fund

. PIMCo Total Return Fund

. FMC Corporation Stock Fund (defined herein as “FMC Stock Fund”)(frozen to contributions and exchanges in as soon as administratively feasible after Spin-Off Date)

. FMC Technologies, Inc. Stock Fund (defined herein as “FMC Technologies Stock Fund”)

. Fidelity Puritan Fund

. Fidelity Magellan Fund

. Fidelity Capital & Income Fund

. Fidelity Blue Chip Growth Fund

. Fidelity Diversified International Fund

. Fidelity Low Priced Stock Fund

. Fidelity Freedom Income Fund

. Fidelity Freedom 2000 Fund

. Fidelity Freedom 2010 Fund

. Fidelity Freedom 2020 Fund

. Fidelity Freedom 2030 Fund

. Fidelity Freedom 2040 Fund

. Fidelity Retirement Government Money Market Portfolio

. Fidelity U.S. Equity Commingled Pool

. MIP II Blend Fund

The Named Fiduciary hereby directs that the investment option referred to in Section 5(c), Section 5(e)(vii)(B)(5) and Section 5(e)(xvii)(B)(5) shall be the Fidelity Retirement Government Money Market Portfolio.

Schedule "D"

AUTHORIZED SIGNERS (ADMINISTRATOR)

[FMC Technologies, Inc. Letterhead]

September 28, 2001

Kelli Birtwell
Fidelity Investments Institutional Operations Company, Inc. 300 Puritan Way - MM3H
Marlborough, MA 01752-3078

FMC Technologies, Inc. Savings and Investment Plan

Dear Ms. Birtwell:

This letter is sent to you in accordance with Section 8(b) of the Trust Agreement, dated as of September 28, 2001, between FMC Technologies, Inc. ("Sponsor") and Fidelity Management Trust Company. The Sponsor hereby designates David J. Kostelansky, Stephanie K. Kushner and Michael W. Murray as the individuals who may provide directions on behalf of the Administrator upon which Fidelity Management Trust Company shall be fully protected in relying. Only one such individual need provide any direction. The signature of each designated individual is set forth below and certified to be such.

You may rely upon each designation and certification set forth in this letter until the Sponsor delivers to you written notice of the termination of authority of a designated individual.

Very truly yours,

/s/ Michael W. Murray
By: Member, FMC Technologies, Inc. Employee Welfare Benefits Plan Committee

/s/ David J. Kostelansky
David J. Kostelansky

/s/ Stephanie K. Kushner
Stephanie K. Kushner

/s/ Michael W. Murray
Michael W. Murray

Schedule "E"

AUTHORIZED SIGNERS (NAMED FIDUCIARY)

[FMC Technologies, Inc. Letterhead]

September 28, 2001

Kelli Birtwell
Fidelity Investments Institutional Operations Company, Inc. 300 Puritan Way - MM3H
Marlborough, MA 01752-3078

FMC Technologies, Inc. Savings and Investment Plan

Dear Ms. Birtwell:

This letter is sent to you in accordance with Section 8(c) of the Trust Agreement, dated as of September 28, 2001, between FMC Technologies, Inc. and Fidelity Management Trust Company. The Board of Directors of FMC Technologies, Inc. has designated the FMC Technologies, Inc. Employee Welfare Benefits Plan Committee ("Committee") as the Named Fiduciary upon which Fidelity Management Trust Company shall be fully protected in relying. The current members of the Committee are Jeffrey W. Carr, Kenneth R. Garrett, Michael W. Murray and William H. Schumann III. At least two members of the Committee must provide any direction. The signature of each current member of the Committee is set forth below and certified to be such.

You may rely upon each designation and certification set forth in this letter until FMC Technologies, Inc. delivers to you written notice of the termination of authority of a designated individual.

Very truly yours,

/s/ Michael W. Murray
By: Member, FMC Technologies, Inc. Employee Welfare Benefits Plan Committee

/s/ Jeffrey W. Carr
Jeffrey W. Carr

/s/ Michael W. Murray
Michael W. Murray

/s/ Kenneth R. Garrett
Kenneth R. Garrett

/s/ William H. Schumann III
William H. Schumann III

Schedule “F”

STATEMENT OF QUALIFIED STATUS

FMC Technologies, Inc. Letterhead

September 28, 2001

Kelli Birtwell
Fidelity Investments Institutional Operations Company, Inc. 300 Puritan Way - MM3H
Marlborough, MA 01752-3078

FMC Technologies, Inc. Savings and Investment Plan (“Plan”)

Dear Ms. Birtwell:

In accordance with your request, this letter confirms that the Plan is intended to be qualified under section 401(a) of the Internal Revenue Code of 1986 (including amendments made by the Employee Retirement Income Security Act of 1974) (the “Code”).

The Plan is a spin-off from the FMC Corporation Savings and Investment Plan and the FMC Corporation Savings and Investment Plan for Bargaining Unit Employees (“FMC Plans”). The most recent favorable determination letters as to the qualified status under section 401(a) of the Code of the FMC Plans are attached.

If the determination letter program is continued, FMC Technologies, Inc. intends to submit the Plan to the Internal Revenue Service to request a favorable determination letter as to the Plan’s qualified status under section 401(a) of the Code. FMC Technologies, Inc. may have to make some modifications to the Plan at the request of the Internal Revenue Service in order to obtain this favorable determination letter, but we do not expect any of these modifications to be material. FMC Technologies, Inc. anticipates that it will make these modifications.

Sincerely,

/s/ Lori A. Lenard

By: Lori A. Lenard
Assistant General Counsel

Schedule “G”

EXISTING INVESTMENT CONTRACTS

In Accordance with Section 5(b) the Named Fiduciary states that the Trustee shall hold the following Existing Investment Contracts with investment discretion:

— Contract Issuer: CDC Financial Products

— Contract Number: BR391-01

— Maturity Date: 1-27-03

— Contract Issuer: Combined

— Contract Number: CG1077

— Maturity Date: 5-1-02

— Contract Issuer: Monumental Life

— Contract Number: ADA00577FR-00

— Maturity Date: 12-3-01

— Contract Issuer: Monumental Life

— Contract Number: BDA00725FR-00

— Maturity Date: 12-31-01

Schedule “H”

EXCHANGE GUIDELINES

The following exchange guidelines are currently employed by FIIOC.

Exchange hours, via a Fidelity participant service representative, are 8:30 a.m. (ET) to 12:00 midnight (ET) on each Business Day. Exchanges via VRS and the internet (NetBenefits) may be made virtually 24 hours a day.

FIIOC reserves the right to change these exchange guidelines at its discretion.

Note: The NYSE’s normal closing time is 4:00 p.m. (ET); in the event the NYSE alters its closing time, all references below to 4:00 p.m. (ET) shall mean the NYSE closing time as altered.

Mutual Funds

Exchanges Between Mutual Funds

Participants may call on any Business Day to exchange between the Mutual Funds. If the request is confirmed before 4:00 p.m. (ET), it will receive that day’s trade date. Requests confirmed after 4:00 p.m. (ET) will be processed on a next Business Day basis.

MIP II Blend Fund

I. Exchanges Between Mutual Funds and the MIP II Blend Fund

Participants who wish to exchange between a Mutual Fund and the MIP II Blend Fund may call on any Business Day. If the request is confirmed before 4:00 p.m. (ET), it will receive that day’s trade date. Requests confirmed after 4:00 p.m. (ET) will be processed on a next Business Day basis.

II. Exchange Restrictions

Participants will not be permitted to make direct transfers from the MIP II Blend Fund into a competing fund. Participants who wish to exchange from the MIP II Blend Fund into a competing fund must first exchange into a non-competing fund for a period of 90 days.

FMC Stock Fund

In accordance with Schedule “J” (Specified Hierarchy) for the FMC Stock Fund, the following rules will govern exchanges:

I. Exchanges From Mutual Funds or the MIP II Blend Fund to the FMC Stock Fund

Prior to the Spin-Off Date, participants may contact Fidelity on any day to exchange from Mutual Funds or the MIP II Blend Fund into the FMC Stock Fund. If the request is confirmed before the close of the market (generally 4:00 p.m. ET) on a Business Day, it will receive that day’s trade date. Requests confirmed after the close of the market on a business day (or on any day other than a business day) will be processed on a next Business Day Basis. From and after the Spin-Off Date exchanges into the FMC Stock Fund are prohibited.

II. Exchanges From the FMC Stock Fund to Mutual Funds or the MIP II Blend Fund

For periods prior to the Spin-Off Date, Participants may not exchange out of the FMC Stock Fund with respect to any matching employer contribution sources. From and after the Spin-Off Date with respect to matching employer contribution sources, and with respect to all other sources, participants may contact Fidelity on any day to exchange from the FMC Stock Fund into a Mutual Fund or the MIP II Blend Fund. If Fidelity receives the request before the close of the market (generally 4:00 p.m. ET) on any Business Day and Available Liquidity is sufficient to honor the trade after Specified Hierarchy rules are applied, it will receive that day’s trade date. Requests received by Fidelity after the close of the market on any Business Day (or on any day other than a Business Day) will be processed on a next Business Day basis, subject to Available Liquidity for such day after application of Specified Hierarchy rules. If Available Liquidity on any day is insufficient to honor the trade after application of Specified Hierarchy rules, it will be suspended until Available Liquidity is sufficient, after application of Specified Hierarchy rules, to honor such trade, and it will receive the trade date and Closing Price of the date on which it was processed.

FMC Technologies Stock Fund

In accordance with Schedule “K” (Specified Hierarchy) for the FMC Technologies Stock Fund, the following rules will govern exchanges:

I. Exchanges From Mutual Funds or the MIP II Blend Fund to the FMCS

Technologies Stock Fund

Participants may contact Fidelity on any day to exchange from Mutual Funds or the MIP II Blend Fund into the FMC Technologies Stock Fund. If the request is confirmed before the close of the market (generally 4:00 p.m. ET) on a Business Day, it will receive that day’s trade date. Requests confirmed after the close of the market on a business day (or on any day other than a business day) will be processed on a next Business Day Basis.

II. Exchanges From the FMC Technologies Stock Fund to Mutual Funds or the MIP

II Blend Fund

Participants may not exchange out of the FMC Technologies Stock Fund with respect to any matching employer contribution sources. With respect to all other sources, participants may contact Fidelity on any day to exchange from the FMC Technologies Stock Fund into a Mutual Fund or the MIP II Blend Fund. If Fidelity receives the request before the close of the market (generally 4:00 p.m. ET) on any Business Day and Available Liquidity is sufficient to honor the trade after Specified Hierarchy rules are applied, it will receive that day’s trade date. Requests received by Fidelity after the close of the market on any Business Day (or on any day other than a Business Day) will be processed on a next Business Day basis, subject to Available Liquidity for such day after application of Specified Hierarchy rules. If Available Liquidity on any day is insufficient to honor the trade after application of Specified Hierarchy rules, it will be suspended until Available Liquidity is sufficient, after application of Specified Hierarchy rules, to honor such trade, and it will receive the trade date and Closing Price of the date on which it was processed.

Schedule "I"

OPERATIONAL GUIDELINES FOR NON-FIDELITY MUTUAL FUNDS

Pricing

By 7:00 p.m. Eastern Time ("ET") each Business Day, the Fund Vendor will input the following information into FPRS via the remote access price screen that FIIOC has provided to the Fund Vendor: (1) the net asset value for each Fund at the close of trading, (2) the change in each Fund's net asset value from the close of trading on the prior Business Day, and (3) in the case of an income fund or funds, the mil rate. FIIOC must receive such information each Business Day. If on any Business Day the Fund Vendor does not provide such information to FIIOC, FIIOC shall pend all associated transaction activity in the FPRS until the relevant Price Information is made available by Fund Vendor.

Trade Activity and Wire Transfers

By 7:00 a.m. ET each Business Day following Trade Date FIIOC will provide, via facsimile, to the Fund Vendor a consolidated report of net purchase or net redemption activity that occurred in each Fund up to 4:00 p.m. ET on the prior Business Day. The report will reflect the dollar amount of assets and shares to be invested or withdrawn for each Fund. FIIOC will transmit this report to the Fund Vendor each Business Day, regardless of processing activity. In the event that data contained in the 7:00 a.m. ET facsimile transmission represents estimated trade activity, FIIOC shall provide a final facsimile to the Fund Vendor by no later than 9:00 a.m. ET. Any resulting adjustments shall be processed by the Fund Vendor at the net asset value for the prior Business Day.

The Fund Vendor shall send via regular mail to FIIOC transaction confirms for all daily activity in each Fund. The Fund Vendor shall also send via regular mail to FIIOC, by no later than the fifth Business Day following calendar month close, a monthly statement for each Fund. FIIOC agrees to notify the Fund Vendor of any balance discrepancies within twenty (20) Business Days of receipt of the monthly statement.

For purposes of wire transfers, FIIOC shall transmit a daily wire for aggregate purchase activity and the Fund Vendor shall transmit a daily wire for aggregate redemption activity, in each case including all activity across all Funds occurring on the same day.

Prospectus Delivery

FIIOC shall be responsible for the timely delivery of Fund prospectuses and periodic Fund reports to Participants, and shall retain the services of a third-party vendor to handle such mailings. The Fund Vendor shall be responsible for all materials and production costs, and hereby agrees to provide Fund prospectuses and periodic Fund reports to the third-party vendor selected by FIIOC. The Fund Vendor shall bear the costs of mailing annual Fund reports to Participants. FIIOC shall bear the costs of mailing prospectuses to Participants.

Proxies

The Fund Vendor shall be responsible for all costs associated with the production of proxy materials. FIIOC shall retain the services of a third-party vendor to handle proxy solicitation mailings and vote tabulation. Expenses associated with such services shall be billed directly to the Fund Vendor by the third-party vendor.

Participant Communications

The Fund Vendor shall provide internally-prepared fund descriptive information approved by the Funds’ legal counsel for use by FIIOC in its written Participant communication materials. FIIOC shall utilize historical performance data obtained from third-party vendors (currently Morningstar, Inc., FACTSET Research Systems and Lipper Analytical Services) in telephone conversations with plan Participants and in quarterly Participant statements. The Sponsor hereby consents to FIIOC’s use of such materials and acknowledges that FIIOC is not responsible for the accuracy of such third-party information. FIIOC shall seek the approval of the Fund Vendor prior to retaining any other third-party vendor to render such data or materials under this Agreement.

Compensation

FIIOC shall be entitled to fees as set forth in a separate agreement with the Fund Vendor.

Schedule “J”

SPECIFIED HIERARCHY - AVAILABLE LIQUIDITY PROCEDURES FOR FMC STOCK FUND

The following procedures shall govern sales of units in the FMC Stock Fund requested for a day on which Available Liquidity is insufficient:

1. Loans, withdrawals and distributions will be aggregated and placed first in the hierarchy. If Available Liquidity is sufficient for the aggregate of such transactions, all such loans, withdrawals and distributions will be honored. If Available Liquidity is not sufficient for the aggregate of such transactions, then such transactions will be suspended, and no transactions requiring the sale of FMC Stock Fund units shall be honored for that day.

2. If Available Liquidity has not been exhausted by the aggregate of loans, withdrawals and distributions, then all remaining transactions involving a sale of units in the FMC Stock Fund (exchanges out) shall be grouped on the basis of when such requests were received, in accordance with standard procedures maintained by the Trustee for such grouping as they may be amended from time to time. To the extent of Available Liquidity, groups of exchanges out of the FMC Stock Fund shall be honored, by group, on a FIFO basis. If Available Liquidity is insufficient to honor all exchanges out within a group, then none of the exchanges out in such group shall be honored, and no exchanges out in a later group shall be honored.

3. Transactions not honored on a particular day due to insufficient Available Liquidity shall be honored, using the hierarchy specified above, on the next business day on which there is Available Liquidity.

Schedule “K”

SPECIFIED HIERARCHY- AVAILABLE LIQUIDITY PROCEDURES FOR FMC TECHNOLOGIES STOCK FUND

The following procedures shall govern sales of units in the FMC Technologies Stock Fund requested for a day on which Available Liquidity is insufficient:

1. Loans, withdrawals and distributions will be aggregated and placed first in the hierarchy. If Available Liquidity is sufficient for the aggregate of such transactions, all such loans, withdrawals and distributions will be honored. If Available Liquidity is not sufficient for the aggregate of such transactions, then such transactions will be suspended, and no transactions requiring the sale of FMC Technologies Stock Fund units shall be honored for that day.

2. If Available Liquidity has not been exhausted by the aggregate of loans, withdrawals and distributions, then all remaining transactions involving a sale of units in the FMC Technologies Stock Fund (exchanges out) shall be grouped on the basis of when such requests were received, in accordance with standard procedures maintained by the Trustee for such grouping as they may be amended from time to time. To the extent of Available Liquidity, groups of exchanges out of the FMC Technologies Stock Fund shall be honored, by group, on a FIFO basis. If Available Liquidity is insufficient to honor all exchanges out within a group, then none of the exchanges out in such group shall be honored, and no exchanges out in a later group shall be honored.

3. Transactions not honored on a particular day due to insufficient Available Liquidity shall be honored, using the hierarchy specified above, on the next business day on which there is Available Liquidity.

Schedule “L”

INVESTMENT GUIDELINES FOR THE MIP II BLEND FUND

Set forth below are the objectives and guidelines to be followed by Trustee for the administration of the MIP II Blend Fund (the “Account”) within the Plan established by the Sponsor.

I. INVESTMENT OBJECTIVES

The primary objective is to seek the preservation of capital. The secondary objective is to attempt to provide over time a competitive level of income consistent with the preservation of capital.

II. PORTFOLIO GUIDELINES

The Account shall be invested in the following classes of assets.

A. Universe

1. Investment Contracts. Investment Contracts (“Contracts”) are issued by insurance companies, banks or other financial-services institutions (the “Issuer(s)”) and evidence debt obligations of the applicable Contract Issuer(s) to the Plan. Contracts are either collateralized by the general underlying assets, or certain specific underlying assets, of the Contract Issuer(s).

All Contracts, at the time of purchase, shall be benefit-responsive, which means that they shall provide for benefit withdrawals and investment exchanges to be paid at full book-value (i.e., principal plus accrued interest). However, withdrawals prompted by an employer-initiated-event, such as withdrawals resulting from the sale of a division of the Sponsor, a corporate layoff or the addition of Plan investment options, for example, may be paid at the Contract’s market-value, which may be more or less than book-value.

The interest rate of a particular Contract may be either fixed or adjusted periodically according to an index or to reflect the performance of certain assets of the Contract Issuer. Maturity dates of Contracts may or may not be fixed. Contracts may include, but are not limited to, the following:

- Fixed-rate contracts
- Indexed-rate contracts
- Participating-rate contracts
- Structured contracts
- Separate-account contracts

2. Synthetic Investment Products. Synthetic investment contract products (“Synthetic Products”) are comprised of both an investment component and a contractual component. The investment component consists of one or more securities or shares or units of a pooled portfolio of fixed-income securities (“Underlying Investment(s)”).

Underlying Investments may include, but are not limited to, the following:

- Asset-backed securities
- Mortgage-backed securities
- Commercial mortgage-backed securities
- Collateralized mortgage obligations
- U.S. Treasuries
- Securities issued or backed by U.S. government agencies, government-sponsored enterprises or similar U.S. government entities or instrumentalities
- Securities issued by supranational organizations
- Structured notes and similar arrangements
- Corporate bonds
- Private placements (including Rule 144a securities)
- Units of commingled pools primarily invested in the above
- Shares of mutual funds primarily invested in the above
- Money market instruments

This investment component is “wrapped” by one or more contracts (“Wrap Contract(s)”) issued by insurance companies, banks or other financial-services institutions (the “Wrap Contract Issuers”). Wrap Contracts, at the time of purchase, shall be benefit-responsive, which means that they shall provide for benefit withdrawals and investment exchanges to be paid at the full book-value of the Underlying Investment(s) (i.e., principal plus accrued interest). In this manner, Wrap Contracts are designed to decrease the normal market fluctuations associated with the performance of the Underlying Investments. However, certain withdrawals, similar to those described above with respect to Contracts, may be paid at the market-value of the Underlying Investment(s) (which may be more or less than book-value).

The interest rate of a particular Synthetic Product may be either fixed or adjusted periodically and is in either case tied to the performance of the Underlying Investment(s). The maturity date of a particular Synthetic Product may be a fixed date or an indeterminate date.

3. Money Market Investments. Investments may be shares of mutual funds or units of commingled pools that are invested primarily in money-market instruments.

B. Credit and Diversification Limitations

1. At the time of purchase, Contract Issuers, Wrap Contract Issuers, and Underlying Investments must be deemed to be creditworthy by Trustee.

2. At the time of purchase, Contract Issuers and Underlying Investments must meet the then-current diversification requirements established by Trustee.

C. Investment Contract Disclosures

Detailed investment contract disclosures are attached as Appendix A.

D. Special Limitations and Restrictions

Notwithstanding anything herein to the contrary, the following special limitations and restrictions shall apply:

1. Prior to purchasing for the Plan any class of assets not contemplated by the then-existing Investment Guidelines, the Investment Manager shall provide, and the Sponsor shall review, the contractual terms and conditions to investments in said class of assets that may apply with respect to the determination at various times of (i) market value, (ii) book value and (iii) the consequences, if any, of termination prior to maturity. If such terms and conditions are deemed in the Sponsor’s sole discretion to be acceptable, the Investment Guidelines shall be amended, upon the mutual written consent of the parties, to permit the Account to be invested in that class of assets.

2. The parties hereby acknowledge and agree that these Investment Guidelines are not to be employed for the purpose of making new investments in additional Account assets, but rather for the primary purpose of restructuring the Account assets from time to time as may be deemed necessary or appropriate by the Trustee in the Trustee’s sole discretion, it being expressly understood that as the Account assets mature, all available resulting proceeds will be directed to the Managed Income Portfolio II of the Fidelity Group Trust for Employee Benefit Plans (“MIP II”). Except as detailed below with respect to existing Contracts, the Trustee shall use its best efforts to complete the Account’s transition to MIP II by January 2, 2002.

With respect to the portion of the Account that is globally wrapped, the Trustee shall, if necessary, restructure the assets underlying such global wraps (the “Global Wrap Assets”) and manage such Global Wrap Assets to an immunization date of January 2, 2002. As the Global Wrap Assets mature, any available proceeds will be directed to MIP II. Unless directed otherwise, upon the latter of (1) the date that the last Global Wrap Asset matures and (2) January 2, 2002, the Trustee shall terminate the global wraps and transfer all available proceeds to MIP II.

The Trustee shall terminate the Contract designated CDC Financial Products, Inc. #BR391-01 and direct any available proceeds to MIP II no later than December 31, 2001. Notwithstanding anything herein to the contrary, unless directed otherwise the Trustee shall not terminate any other existing Contracts prior to their maturity dates. Such Contracts shall be allowed to mature naturally before any resulting proceeds are directed to MIP II.

As used herein, the term “restructuring” may include, but is not limited to, asset substitutions, partial or total liquidations of particular assets and the purchase of one or more credit wraps. The parties further acknowledge and agree that any restructuring of assets may result in changes to the crediting rate (including reductions therein), maturity date or other contractual terms that were in place with respect to those assets prior to restructuring.

3. The parties acknowledge and agree that these Investment Guidelines do not apply to, and shall be of no force and effect with respect to, the administration by Trustee of MIP II.

4. The Sponsor hereby acknowledges and agrees that it has received from the Trustee a copy of the Group Trust and Declaration of Separate Fund for MIP II, and has read and understood the information contained therein.

These Investment Guidelines are effective as of the date first executed below on behalf of the Trustee and supersede all prior written and oral agreements regarding investments of the Account. Any deviation from or amendment to these Investment Guidelines must be approved in writing by both the Trustee and Sponsor prior to implementation thereof.

Appendix A

Investment Contract Disclosures

I. FUNDING COMMITMENTS

The terms of each investment contract are based upon the information in the bidding specifications given to potential bidders. Often detailed information about expected deposits and withdrawals is necessary to receive the best rate from an issuer on a given placement day.

Some investment contracts obligate the Plan to give a designated lump sum deposit to the issuer by a specific date. Other contracts require a Plan to direct all cash flow, including other contract maturities, to the issuer over a set period (the funding "window"). At the end of the window, the issuer expects a certain dollar amount to be received and may refuse to accept additional cash flow. In either case, the funding date may be several months following the commitment ("advance commitment" contracts).

If the Plan fails to fulfill its contractual funding obligations, there may be financial consequences for Plan participants. This is because the issuer conducts its financial affairs in reliance on receiving the deposits as promised. Consequently, issuers may include shortfall funding provisions in their contracts (particularly advance commitment contracts) in order to protect their financial position.

The responsibility for a funding shortfall will vary depending on the underlying cause. If participant activity (e.g. increased transfers out of the Account) causes the shortfall, issuers will generally either assume the risk or extend the funding date indefinitely. However, if a shortfall is caused by an employer-initiated event (e.g. an unexpected layoff, Plan termination, or a change in funding policy), the issuer will seek to be made whole under the terms of the contract. If the contract has not yet been funded, the issuer may seek reimbursement from the contract holder if the issuer incurs a financial loss.

As contract holder, Trustee intends to honor all funding commitments made on behalf of the Plan. In the event of a shortfall, however, Trustee would only assume responsibility to the extent that Trustee has been given funds by the Plan for deposit and subsequently fails to remit the funds to the issuer.

II. PLAN WITHDRAWALS AND INVESTMENT EXCHANGES

An investment contract generally imposes ongoing contractual commitments on the Plan to maintain the issuer's promise to pay the book value of the contract. If the sponsoring employer changes Plan rules in a manner which changes significantly the amount of "benefit-responsive" withdrawals from a contract, the issuer may be authorized to lower the interest rate or assess a monetary penalty. Alternatively, the issuer may refuse to pay withdrawals prompted by the plan change. Employer-initiated events such as a large scale layoff or a sale of part of the business may cause the same consequences. Early advance notice to Trustee of a coming Plan change or corporate event is critical to provide Trustee sufficient time to try to minimize any financial consequences to the Plan.

A request by the Plan contract holder (sponsoring employer or trustee) to withdraw funds prior to the contract maturity date may also result in the assessment of a market value adjustment on the amount withdrawn. Some contracts don't allow such pre-maturity withdrawals without issuer consent.

Due to the potential financial consequences to Plan participants in these types of situations, funding and withdrawal decisions must be carefully weighed by Plan sponsors, managers and trustees.

Exhibit 10.8.b

FIRST AMENDMENT
OF
FMC TECHNOLOGIES, INC. SAVINGS AND INVESTMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Savings and Investment Plan, as amended and restated effective January 1, 2002 (the "Plan");

WHEREAS, the Company now deems it necessary and desirable to amend the Plan in certain respects to comply with the terms of the IRS favorable determination letter issued on November 6, 2009; and

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

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

1. Effective January 1, 2002, Section 3.1.1 is hereby amended to replace the introductory paragraph with the following:

Effective as of July 1, 2002, and for each Plan Year commencing thereafter, all Participants who have attained or will attain age fifty (50) by the close of the taxable year shall be eligible to make Catch-Up Contributions during the Plan Year in accordance with, and subject to the limitations of Code Section 414(v) as follows:

2. Effective for limitation years beginning on or after July 1, 2007, Section 3.8 is hereby amended to add the following introductory sentence:

This Section 3.8 shall apply only to limitation years commencing prior to July 1, 2007.

3. Effective January 1, 2002, Section 14.1.8(c) is hereby amended to replace the phrase "separation from service" with the phrase "severance from employment."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 2nd day of February, 2010.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice President, Administration

Exhibit 10.8.e

ELEVENTH AMENDMENT
OF
FMC TECHNOLOGIES, INC. SAVINGS AND INVESTMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Savings and Investment Plan (the "Plan");

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

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

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

1. Effective for Plan Years beginning on or after January 1, 2009, the definition of "**Compensation**" contained in Article I of the Plan is hereby amended to add the following sentence to the end thereto:

Notwithstanding anything herein to the contrary, Compensation shall include differential wage payments as described in Section 2.6.7 of the Plan.

2. Effective January 1, 2008, the definition of "**Eligible Retirement Plan**" contained in Article I of the Plan is hereby amended by adding the following to the end thereto:

For distributions made on or after January 1, 2008, an Eligible Retirement Plan shall also include a Roth IRA defined in Section 408A(b) of the Code.

3. Effective January 1, 2007, the definition of "**Eligible Rollover Distribution**" contained in Article I of the Plan is hereby amended by adding the following to the end thereto:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2007, a Participant may also elect to make a direct rollover of after-tax employee contributions to a qualified plan or a 403(b) plan that agrees to separately account for such amounts.

4. Effective January 1, 2009, unless an earlier date is specifically set forth below, Section 2.6 of the Plan is hereby amended by adding new subsections 2.6.7, 2.6.8, and 2.6.9, which shall read as follows:

2.6.7. An individual receiving a differential wage payment, as defined by Section 3401(h)(2) of the Code, is treated as an Employee of the Participating Employer making the payment and the differential wage payment is treated as Compensation under the Plan.

The Plan is not treated as failing to meet the requirements of any provision described in Section 414(u)(1)(C) of the Code due to any contribution or benefit which is based on the differential wage payment provided that all Employees of the Participating Employer are entitled to receive differential wage payments, and to make contributions based on such payments, on reasonably equivalent terms.

2.6.8. For purposes of Section 401(k)(2)(B)(i)(I) of the Code, an individual is treated as having been severed from employment during any period in which the individual is performing service in the uniformed services, as described in Section 3401(h)(2)(A) of the Code. If an individual elects to receive a distribution by reason of severance from employment pursuant to this Section 2.6.8, the individual may not make a Pre-Tax Contribution or an After-Tax Contribution during the 6-month period beginning on the date of the distribution.

2.6.9. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

5. Effective for Plan years beginning on or after January 1, 2008, Section 3.11.2 of the Plan is hereby amended by adding the following to the end thereto:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2008, the Plan Administrator shall not calculate and distribute allocable income or losses on Excess Pre-Tax Contributions for the period after the close of the Plan Year in which the Excess Pre-Tax Contributions occurred, prior to the date of distribution.

6. Effective for Plan years beginning on or after January 1, 2008, Section 3.12.7 of the Plan is hereby amended by adding the following sentence immediately following the sixth sentence:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2008, the Plan Administrator shall not calculate and distribute allocable income or losses on Excess Contributions for the period after the close of the Plan Year in which the Excess Contributions occurred, prior to the date of distribution.

7. Effective for Plan years beginning on or after January 1, 2008, Section 3.13.7 of the Plan is hereby amended by adding the following sentence immediately following the fourth sentence:

Notwithstanding the preceding to the contrary, effective for Plan Years beginning on or after January 1, 2008, the Plan Administrator shall not calculate and distribute allocable income or losses on Excess Aggregate Contributions for the period after the close of the Plan Year in which the Excess Aggregate Contributions occurred, prior to the date of distribution.

8. Effective for Plan years beginning on or after January 1, 2007, Section 10.3 of the Plan is hereby amended by adding new Subsection 10.3.3 which shall read as follows:

10.3.3 Diversification of Employer Securities. Effective for Plan Years beginning on or after January 1, 2007, if any portion of a Participant's Account is invested in publicly-traded Company securities, the Participant may elect to direct the Plan to divest such portion of his or her account of any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of this Section 10.3.3.

Other investment options for purposes of this Section 10.3.3 must include no less than three (3) investment options, other than Company securities, to which the Participant may redirect contributions invested in Company securities. Each such option must be diversified and have materially different risk and return characteristics. The Plan must permit divestment and reinvestment opportunities at least quarterly. Except as provided in applicable Treasury regulations, the Plan may not impose restrictions or conditions on the investment of Company securities which the Plan does not impose on the investment of other Plan assets, other than restrictions or conditions imposed by applicable securities laws or IRS guidance.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 22nd day of December, 2009.

FMC Technologies, Inc.

By: /s/ Maryann T. Seaman
Its: Vice-President, Administration

Exhibit 10.9

FMC Technologies, Inc.
Non-Qualified Savings and Investment Plan

As Amended and Restated, Effective January 1, 2009

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FMC Technologies, Inc.
Non-Qualified Savings and Investment Plan

Article I
Introduction

Section 1.1 Name; Purpose. The Company established the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan (the "Plan"), originally effective as of September 28, 2001. The Plan is a spin-off of the FMC Corporation Non-Qualified Savings and Investment Plan. Although a rabbi trust may be established in connection with it, this Plan constitutes an unfunded, non-qualified arrangement providing deferred compensation to a select group of management or highly compensated employees (as defined for purposes of Title I of ERISA) of the Company and of certain of the Company's affiliates. Effective January 1, 2009, the Plan is hereby amended and restated to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"); however, effective January 1, 2005, the Plan has been in operational compliance with Section 409A of the Code.

Section 1.2 Administration of the Plan. The Plan is administered by the Company or, as delegated by the Board, by the Committee. The duties and authority of the Committee include:

(a) interpreting and applying the Plan's terms;

(b) adopting any rules or regulations the Committee deems necessary or desirable to operate the Plan;

(c) making whatever determinations are permitted or required to maintain or administer the Plan; and

(d) taking any other actions that prove necessary to administer the Plan properly, in accordance with its terms.

Any decision of the Committee as to any matter within its authority will be final, binding and conclusive upon the Company, any Employer and each Participant, former Participant, designated beneficiary or other person claiming under or through any Participant or designated beneficiary. No additional authorization or ratification by the Board is necessary for the Committee to act on any matter within its authority. An action taken by the Committee as to a Participant will not be binding on the Committee regarding an action to be taken as to any other Participant. A member of the Committee may be a Participant, but he or she may not participate in any decision that directly affects his or her rights under the Plan, or the computation of his or her Plan benefits. Each determination required or permitted under the Plan will be made by the Committee in its sole and absolute discretion. The Committee may delegate some or all of its duties or responsibilities.

Article II
Definitions

Section 2.1 Account. Account means a bookkeeping Account maintained by the Company for a Participant, including his or her Deferral Contributions Account and Employer Contributions Account.

Section 2.2 Account Balance. Account Balance means the value, as of a specified date, of the Account maintained by the Company on behalf of the Participant's Account, Deferral Contributions Account or Employer Contributions Account.

Section 2.3 Accounting Date. Accounting Date means each business day of the Plan Year.

Section 2.4 Adopting Affiliate. Adopting Affiliate means an entity that, together with the Company, is considered as a single employer under Section 414(b), (c), (m) or (o) of the Code, and has adopted the Savings Plan for its employees.

Section 2.5 Affiliated Group. Affiliated Group the group that consists of the Company and every other entity that, together with the Company, is considered as a single employer under Section 414(b), (c), (m) or (o) of the Code.

Section 2.6 Board. Board means the Board of Directors of the Company.

Section 2.7 Code. Code means the Internal Revenue Code of 1986, as amended.

Section 2.8 Committee. Committee means the FMC Technologies, Inc. Employee Welfare Benefits Plan Committee, or its delegate.

Section 2.9 Company. Company means FMC Technologies, Inc.

Section 2.10 Company Stock. Company Stock means the common stock of the Company.

Section 2.11 Compensation. Compensation means the total compensation paid by the Employer to an eligible employee for each Plan Year that is currently includible in gross income for federal income tax purposes:

(a) including: overtime, administrative and discretionary bonuses (including completion bonuses, gainsharing bonuses and performance related bonuses); sales incentive bonuses; field premiums; back pay and sick pay; plus the eligible employee's pre-tax contributions under the Savings Plan and amounts contributed to a plan described in Code Section 125 or 132; and the incentive compensation (including management incentive bonuses paid in both cash and restricted stock and local incentive bonuses) paid during the Plan Year for services rendered in the preceding Plan Year, and the incentive compensation (of the same types) paid during the preceding Plan Year; amounts deferred under the Plan during the Plan Year;

(b) but excluding: hiring bonuses; referral bonuses; stay bonuses; retention bonuses; awards (including safety awards, and other recognition awards); amounts received as deferred compensation; disability payments from insurance or the Company's long-term disability plan; workers' compensation benefits; state disability benefits; flexible credits (*i.e.*, wellness awards and payments for opting out of benefit coverage); expatriate premiums; grievance or settlement pay; pay in lieu of notice; severance pay; incentives for reduction in force accrued (but not earned) vacation; other special payments such as reimbursements, relocation or moving expense allowances; stock options or other stock-based compensation (except as provided above); any gross-up paid by an Employer on any amount paid that is Compensation (as defined herein); other distributions that receive special tax benefits; any amounts paid by an Employer to cover an employee's FICA tax obligation as to amounts deferred or accrued under any nonqualified retirement plan of an Employer; and any gross-up paid by an Employer on any amount paid that is not Compensation (as defined herein).

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

Section 2.12 Deferral Contributions. Deferral Contributions means the deferral contributions credited to a Participant's Deferral Contributions Account maintained by the Company on behalf of the Participant pursuant to Section 4.1.

Section 2.13 Deferral Contributions Account. Deferral Contributions Account means the Account maintained on behalf of a Participant by the Company to represent the amount of the Deferral Contributions credited in his or her behalf, as adjusted to account for deemed gains and losses, withdrawals and distributions.

Section 2.14 Effective Date. Effective Date means January 1, 2009, the effective date of this amended and restated Plan. The Plan was originally effective September 28, 2001.

Section 2.15 Employer. Employer means the Company and/or any Adopting Affiliate.

Section 2.16 Employer Contributions. Employer Contributions means the contributions credited to a Participant's Employer Contributions Account maintained by the Company on behalf of the Participant pursuant to Section 5.1.

Section 2.17 Employer Contributions Account. Employer Contributions Account means the Account maintained on behalf of a Participant by the Company to represent the amount of Employer Contributions credited in his or her behalf (including Matching Contributions credited in the Participant's behalf under the Plan prior to January 1, 2009), as adjusted to account for deemed gains and losses, withdrawals and distributions.

Section 2.18 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Section 2.19 Excess Compensation. Excess Compensation means Compensation (excluding amounts a Participant deferred on a pre-tax basis under the Savings Plan) in excess of the annual compensation limit set forth under Section 401(a)(17) of the Code, as adjusted, for a given Plan year.

Section 2.20 Participant. Participant means any eligible employee of an Employer who participates in the Plan pursuant to Article III.

Section 2.21 Permitted Investment. Permitted Investment means a notional fund or type of notional investment approved by the Committee for Plan purposes.

Section 2.22 Plan. Plan means this FMC Technologies, Inc Non-Qualified Savings and Investment Plan.

Section 2.23 Plan Year. Plan Year means the calendar year.

Section 2.24 Savings Plan. Savings Plan means the FMC Technologies, Inc. Savings and Investment Plan, as amended from time to time.

Section 2.25 Year of Service. Year of Service means, as to a Participant, the Participant's number of calendar months of employment by the Affiliated Group (including any interruption of employment of up to 12 months) divided by 12. A partial month counts as a whole month, and any fractional year of service is ignored. A period longer than 12 months for which a Participant does not receive Compensation, including (without limitation) any unpaid leave of absence is not counted in determining the Participant's Years of Service, nor does any other interruption of employment longer than 12 months.

Article III
Plan Participation

Section 3.1 Eligibility. An employee of an Employer will be eligible to participate in any Plan Year if he or she meets all of the following conditions:

(a) the employee is part of a select group of management or highly compensated employees, within the meaning of Title I of ERISA;

(b) the employee is eligible to participate in the Savings Plan for the Plan Year; and

(c) the Committee, or its delegate, designates the employee as eligible to participate in the Plan.

Section 3.2 Participation. An employee who meets the conditions of Section 3.1 becomes a Participant effective January 1 of the Plan Year following the Plan Year in which the employee satisfies such conditions, by executing and filing with the Company a deferral election, in the manner determined by the Company and at the time required under Article IV. Once an individual is a Participant, he or she will remain a Participant for so long as he or she has an Account Balance, although a Participant may continue to make Deferral Contributions and receive allocations under the Plan only so long as he or she remains an eligible employee.

Article IV
Deferral Contributions

Section 4.1 Deferral Contributions. Each eligible employee as defined under Section 3.1 who has made an election to defer a portion of his or her Compensation under the Savings Plan for a Plan Year may elect to defer an additional amount under this Plan for that Plan Year, as Deferral Contributions. A Deferral Contribution is an amount, between 1% and 100% of the Participant's Compensation.

A Participant's Deferral Contributions for a Plan Year may not exceed his or her Compensation. A Participant must make his or her deferral election for a Plan Year no later than the last day of the preceding Plan Year, and may not change his or her deferral election during the Plan Year, provided, with respect to the deferral of any Compensation representing "bonus" Compensation, the deferral election must be made no later than the last day of the Plan Year preceding the Plan Year in which the performance of services giving rise to the bonus commences. Notwithstanding the foregoing, when an employee first becomes an eligible employee, he or she may make a deferral election no later than thirty days after becoming an eligible employee, so long as the deferral election applies to Compensation earned during the Plan Year after the date of the deferral election.

Section 4.2 Deferral Contributions Account. The Committee will establish and maintain a Deferral Contributions Account on behalf of each Participant who elects to make Deferral Contributions. The Deferral Contributions Account will be a bookkeeping account maintained by the Company, and will reflect the Deferral Contributions the Participant has elected to make to the Plan, as adjusted pursuant to Article VI to reflect deemed gains and losses, withdrawals and distributions.

Article V
Employer Contributions

Section 5.1 Employer Contributions. Each Plan Year, a Participant will be credited with an Employer Contribution in an amount equal to 5% of the Participant's Excess Compensation and 5% of Deferral Contributions for such Plan Year.

Section 5.2 Employer Contributions Account. The Committee will establish and maintain an Employer Contributions Account on behalf of each Participant who is credited with Employer Contributions. The Employer Contributions Account will be a bookkeeping account maintained by the Company, and will reflect the Employer Contributions that have been credited to the Participant (and Matching Contributions credited to the Participant under the Plan prior to January 1, 2009), as adjusted pursuant to Article VI to reflect deemed gains and losses, withdrawals and distributions.

Article VI
Deemed Earnings on Account Balances

Section 6.1 Deemed Investments.

(a) Each Participant may designate from time to time, in the manner prescribed by the Committee, that all or a portion of his or her Deferral Contributions Account and Employer Contributions Account be deemed to be invested in one or more Permitted Investments. The Committee will establish rules governing the dates as of which amounts will be deemed to be invested in the Permitted Investments chosen by the Participant, and the time and manner in which amounts will be deemed to be transferred from one Permitted Investment to another, pursuant to a Participant's election to change his or her deemed investments. The Committee will also establish a default Permitted Investment, in which the Deferral Contributions Account and Employer Contributions Account of a Participant who fails to make an investment election will be deemed to be invested. The Committee's Plan investment election rules permit a Participant to transfer any or all of his or her Account from one investment option to another investment option.

(b) Each Account will be deemed to receive all interest, dividends, earnings and other property that would be received by it if it were actually invested in the Permitted Investment in which it is deemed to be invested. Similarly, each Account will be deemed to suffer all investment losses and other diminutions it would suffer if it were actually invested in the Permitted Investment in which it is deemed to be invested. Gains and losses will be credited to or debited from each Account at the times and in the manner specified by the Committee.

(c) Elections required or permitted to be made pursuant to this Article VI must be made only by the Participant. Notwithstanding the foregoing, if a Participant dies before his or her entire Account Balance is distributed, or if the Committee determines that a Participant is legally incompetent or otherwise incapable of managing his or her own affairs, the Committee may itself make Plan elections on behalf of the Participant, or may declare that the Participant's designated beneficiary, legal representative or near relative will be permitted to make Plan elections on behalf of the Participant.

(d) Neither the Company nor the Plan need make any Permitted Investment. If, from time to time, the Company actually makes an investment similar to a Permitted Investment, that investment will be solely for the Company's own account, and the Participant will have no right, title or interest in that investment. Each Participant has only the rights of an unsecured creditor of the Company or any Employer, as to any amount owing to him or her under the Plan.

Section 6.2 Crediting of Deferrals and Contributions. The Company will credit all deemed Deferral Contributions to a Participant's Deferral Contributions Account within a reasonable period of time after the date they would have been paid to the Participant if the Participant had not elected to defer them. The Company will credit all deemed Employer Contributions made on a Participant's behalf to the Participant's Employer Contributions Account within a reasonable period after the end of the Plan Year.

Section 6.3 Statement of Accounts. Within a reasonable period of time after the end of each calendar quarter, the Company will provide each Participant with an electronic statement showing the value of his or her Account as of the end of that calendar quarter.

Article VII
Establishment of Trust

Section 7.1 Establishment of Trust. The Company has, in its sole discretion, established a grantor trust in order to accumulate assets to pay Plan obligations. The assets and income of any trust established under this Plan will be subject to the claims of the Company's general creditors, and the Employers' general creditors, but only to the extent such assets are attributable to the contributions made on behalf of employees employed by such Employer.

The establishment or maintenance of a Plan trust will not affect the Employers' liability to pay Plan benefits, except as and to the extent amounts from the trust are actually used to pay a Participant's Plan benefits. If the Company does establish a trust under the Plan, the Company will determine how much will be contributed to the trust and when, and trust assets will be invested in accordance with the terms of the trust.

Section 7.2 Status of Trust. A Participant will have no direct or secured claim in any asset of the trust, or in specific assets of the Company or of his or her Employer, and will have the status of a general unsecured creditor of his or her Employer, for any amounts due under this Plan.

Article VIII
Distribution of Plan Benefits

Section 8.1 Vesting of Accounts. Each Participant will at all times be fully vested in his or her deemed Deferral Contributions Account. A Participant's vested interest in his or her deemed Employer Contributions Account is determined according to the following schedule:

Years of Service	Percent Vested
Fewer than 2	0%
2 but fewer than 3	20%
3 but fewer than 4	40%
4 but fewer than 5	60%
5 or more	100%

Section 8.2 Payment of Account Balances.

(a) Generally, the vested portion of a Participant's Account Balance will be paid to him or her (or, if the Participant has died, to his or her designated beneficiary) in cash, in a single lump sum.

(b) Notwithstanding Section 8.2(a), a Participant to whom this Section 8.2 applies may elect to have the vested portion of his or her Account paid in annual, quarterly or monthly installments over a 5-year-period; provided, such election is made no later than 30 days after the Participant commences initial participation in the Plan or such election is made in accordance with the requirements of Section 8.2(d).

(c) Payment to the Participant of the lump sum or installments shall commence as soon as administratively possible, but in any event no later than 90 days following separation from service for any reason. Notwithstanding a Participant's election to the contrary, payment to the Participant's beneficiary shall be made in a single lump sum payment, such lump sum payment to be made within 90 days following the Participant's date of death. Notwithstanding the foregoing, except for payments made upon separation due to death, no payments shall he made to a Participant who is a "specified employee" (as defined in Code Section 409A) of the Affiliated Group until on or after the first day of the seventh calendar month following the Participant's separation from service. If a separated Participant's vested Account Balance is not greater than $10,000, then such Account Balance shall be paid to the Participant in a lump sum within 90 days following separation from service.

(d) A Participant may change the form and time of payment that he or she previously elected, by notice filed with the Administrator provided:

(i) Such election shall not take effect until at least 12 months after the date on which the election is made;

(ii) The first payment with respect to such election must be deferred for a period of not less than five years from the date such payment would otherwise have been made;

(iii) The new payment election shall not be effective if made less than 12 months prior to the date of the first scheduled payment; and

(iv) The Participant may file a new payment election only while employed by the Company or any other Employer.

Notwithstanding the general distribution election rules under Code Section 409A or the above to the contrary, pursuant to the transition rules set forth in Treasury regulations promulgated pursuant to Code Section 409A and other IRS guidance issued in connection with Code Section 409A thereto, a Participant shall be permitted to make a new payment election with respect to the form of payment of the Participant's Account, provided, such election (1) is made on or before December 31, 2005, December 31, 2006, December 31, 2007 or December 31, 2008, as applicable, (2) shall apply only to amounts that would not otherwise be payable in 2005, 2006, 2007 or 2008, respectively, and (3) shall not cause an amount to be paid in 2005, 2006, 2007 or 2008, respectively, that would not otherwise be payable in such year.

Section 8.3 Payments in the Event of Unforeseeable Emergency. A Participant may request, in the manner and within the time constraints established by the Committee, to receive an emergency payment of some or all of his or her vested Account Balance. The Committee will authorize an emergency payment under this Section 8.4 only if the Participant experiences an unforeseeable emergency consistent with the rules promulgated pursuant to Section 409A of the Code. An emergency payment must be limited to the amount the Participant reasonably needs to satisfy the unforeseeable emergency. An unforeseeable emergency is severe financial hardship to the Participant resulting from:

(a) a sudden and unexpected illness or accident to the Participant or to his or her dependent (as defined in Code Section 152(a)); or

(b) the Participant's losing his or her property due to casualty.

Whether a Participant suffers an unforeseeable emergency depends upon the facts of each case; in no event, however, may the Participant receive an emergency payment if his or her hardship is or may be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the Participant's assets (to the extent liquidation of those assets would not itself cause severe financial hardship) or by ceasing to make deferrals under the Plan. The need to send a Participant's child to college or the desire to purchase a home are not unforeseeable emergencies.

Section 8.4 Forfeitures. The portion of a Participant's Employer Contributions Account that is not fully vested will be forfeited if the requirements for vesting under Section 8.1 of the Plan are not satisfied.

Section 8.5 Designation of Beneficiaries. Each Participant may name any person or persons to whom his or her vested Account Balance will be paid if the Participant dies before they have been fully distributed. Each beneficiary designation will revoke all prior beneficiary designations made by that Participant. The Committee will designate the time and manner in which a Participant must made a beneficiary designation, but will not require a Participant to obtain the consent of his or her current beneficiary to the naming a new or

additional beneficiaries. A beneficiary designation will be effective only if it meets the requirements specified by the Committee. If a Participant fails to designate a beneficiary, or if the Participant's beneficiary dies before the Participant does or before receiving the full amount to which he or she is entitled, the Committee may, in its discretion, pay the vested portion of the Participant's Account Balance (or the portion that remains unpaid) to one or more of the Participant's relatives by blood, adoption or marriage, in the proportions it determines, or to the legal representative of the estate of the later to die of the Participant and his or her designated beneficiary.

Article IX
Amendment and Termination

Section 9.1 Amendment and Termination. The Company has the right to amend or terminate the Plan by action of the Board, or by action of a committee authorized by the Board to amend or terminate the Plan. Any Employer may terminate its participation in the Plan at any time by appropriate action, in its discretion. The Plan will automatically terminate as to any Employer upon termination of the Employer's participation in the Savings Plan. Notwithstanding the foregoing, no Plan amendment or termination may adversely affect the right of a Participant (or his or her designated beneficiary) to vested benefits already accrued in the Participant's behalf under this Plan, unless the Participant (or beneficiary) consents to the amendment. Any amendment or termination of the Plan shall be done in a manner so as to comply with Section 409A of the Code, related Treasury regulations and any other IRS guidance promulgated thereunder.

Article X
General Provisions

Section 10.1 Non-Alienation of Benefits. A Participant's rights to the amounts credited to his or her Account under the Plan cannot be granted, transferred, pledged or otherwise assigned, in whole or in part, by the voluntary or involuntary acts of any person, or by operation of law, and will not be liable or taken for any obligation of the Participant. Any attempted grant, transfer, pledge or assignment of a Participant's rights to Plan benefits will be null and void and without any legal effect.

Section 10.2 Withholding for Taxes. Notwithstanding anything contained in this Plan to the contrary, each Employer will withhold from any distribution, deferral or accrual under the Plan whatever amount or amounts may be required to comply with the tax withholding provisions of the Code or any State income tax act for purposes of paying any income, estate, inheritance, employment or other tax attributable to any amounts distributable or creditable under the Plan.

Section 10.3 Immunity of Committee Members. The members of the Committee may rely upon any information, report or opinion supplied to them by any officer of an Employer or any legal counsel, independent public accountant or actuary, and will be fully protected in relying on any such information, report or opinion. No member of the Committee will have any liability to the Company, any Employer or any Participant, former Participant, designated beneficiary, person claiming under or through any Participant or designated

beneficiary, or other person interested or concerned in connection with any Plan decision made by that member of the Committee, so long as the decision was based on any such information, report or opinion, and the Committee member relied on it in good faith.

Section 10.4 Plan Not to Affect Employment Relationship. Neither the adoption of the Plan nor its operation will in any way affect the right and power of an Employer to dismiss or otherwise terminate the employment, or change the terms of employment or amount of compensation, of any Participant at any time, for any reason or without cause. By accepting any payment under this Plan, each Participant, former Participant, and designated beneficiary, and each person claiming under or through a Participant, former Participant or designated beneficiary, is conclusively bound by any action or decision taken or made under the Plan by the Committee, the Company or any Employer

Section 10.5 Action by the Employers. Any action required or permitted to be taken under the Plan by an Employer must be taken by its Board of Directors, by a duly authorized committee of its Board of Directors, or by a person or persons authorized by its Board of Directors or an authorized committee.

Section 10.6 Effect on Other Employee Benefit Plans. Any compensation deferred or accrued under this Plan, and any amount credited to a Participant's Account under this Plan, will not be included in the Participant's compensation or earnings for purposes of computing benefits under any other employee benefit plan maintained or contributed to by the Employer, except as and to the extent required under the terms of that employee benefit plan or applicable law.

Section 10.7 Employer Liability. Each Employer is liable to pay the Plan benefits earned or accrued for its eligible employees who are Participants. With the consent of the Board (or of a duly appointed delegate of the Board), any Employer may assume any other Employer's Plan liabilities and obligations. To the extent that an Employer assumes another Employer's Plan liabilities or obligations, the second Employer will be released from any continuing obligation under the Plan. At the Company's request, a Participant or designated beneficiary will sign any documents reasonably required by the Company to effectuate the purposes of this Section 10.7.

Section 10.8 Notices. Any notice required to be given by the Company, any Employer or the Committee must be in writing and must be delivered in person, by registered mail, return receipt requested, or by regular mail, telecopy or electronic mail. Any notice given by mail will be deemed to have been given on the date it was mailed, correctly addressed to the last known address of the person to whom the notice is to be given.

Section 10.9 Gender, Number and Headings. Except where the context otherwise requires, in this Plan the masculine gender includes the feminine, the feminine includes the masculine, the singular includes the plural, and the plural includes the singular. Headings are inserted for convenience only, are not part of the Plan, and are not to be considered in the Plan's construction.

Section 10.10 Controlling Law. The Plan will be construed according to the internal laws of Delaware, to the extent they are not preempted by any applicable federal law.

Section 10.11 Successors. The Plan is binding on all persons entitled to benefits under it, on their respective heirs and legal representatives, on the Committee and its successor, and on any Employer and its successor, whether by way of merger, consolidation, purchase or otherwise.

Section 10.12 Severability. If any provision of the Plan is held to be illegal or invalid for any reason, that illegality or invalidity will not affect the remaining provisions of the Plan, and the Plan will be enforced and administered, from that point forward, as if the invalid provisions had never been part of it.

Section 10.13 Subsequent Changes. All benefits to which any Participant, designated beneficiary or other person is entitled under this Plan will be determined according to the terms of the Plan as in effect when the Participant ceases to be an eligible employee, and will not be affected by any subsequent change in Plan provisions, unless the Participant again becomes an eligible employee, or unless and to the extent the subsequent change expressly applies to the Participant, his or her designated beneficiary or other person claiming through or on behalf of the Participant or designated beneficiary.

Section 10.14 Benefits Payable to Minors, Incompetents and Others. If any benefit is payable to a minor, an incompetent, or a person otherwise under a legal disability, or to a person the Committee reasonably believes to be physically or mentally incapable of handling and disposing of his or her property, the Committee has the power to apply all or any part of the benefit directly to the care, comfort, maintenance, support, education or use of the person, or to pay all or any part of the benefit to the person's parent, guardian, committee, conservator or other legal representative, to the individual with whom the person is living, or to any other individual or entity having the care and control of the person. The Plan, the Committee, the Company, any Employer and their employees and agents will have fully discharged their responsibilities to the Participant or beneficiary entitled to a payment by making payment under this Section 10.14.

Section 10.15 409A Compliance. Notwithstanding any Plan provisions herein to the contrary, the Plan shall be interpreted, construed and administered in such a manner so as to comply with the provisions of Code Section 409A, Treasury Regulations and any other related Internal Revenue Service guidance promulgated thereunder.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed in its name and behalf on this 31st day of July, 2008 to be effective, as amended and restated, January 1, 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann T. Seaman
Vice President, Administration

Exhibit 10.9.a

TRUST AGREEMENT

Between

FMC TECHNOLOGIES, INC.

And

FIDELITY MANAGEMENT TRUST COMPANY

FMC TECHNOLOGIES, INC. NONQUALIFIED SAVINGS AND INVESTMENT PLAN TRUST

Dated as of September 28, 2001

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TRUST AGREEMENT, dated as of the twenty-eighth day of September, 2001, between FMC TECHNOLOGIES, INC., a Delaware corporation, having an office at 200 E. Randolph Drive, Chicago, Illinois 60601 (the "Sponsor"), and FIDELITY MANAGEMENT TRUST COMPANY, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee").

WITNESSETH:

WHEREAS, the Sponsor is the sponsor of the FMC Technologies, Inc. Nonqualified Savings and Investment Plan (the "Plan"); and

WHEREAS, the Sponsor wishes to establish an irrevocable trust and to contribute to the trust assets that shall be held therein, subject to the claims of Sponsor's creditors in the event of Sponsor's Insolvency, as herein defined, until paid to Plan Participants and their beneficiaries in such manner and at such times as specified in the Plan; and

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS, it is the intention of the Sponsor to make contributions to the trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan; and

WHEREAS, the Trustee is willing to hold and invest the aforesaid plan assets in trust among several investment options selected by the Sponsor; and

WHEREAS, the Sponsor wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

WHEREAS, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are purely ministerial in nature and are provided within a framework of plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

Section 1. Definitions. The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) "Administrator" shall mean, with respect to the Plan, any person or entity designated in accordance with Section 2(f) of this Agreement.

(b) "Affiliate" shall mean any subsidiary or affiliate of the Sponsor.

(c) "Agreement" shall mean this Trust Agreement, as the same may be amended and in effect from time to time.

(d) "Available Liquidity" shall mean the amount of short-term investments held in the FMC Stock Fund or the FMC Technologies Stock Fund decreased by any outgoing cash for expenses then due, principal, and obligations for pending stock purchases, and increased by incoming cash (such as contributions, exchanges in) and to the extent credit is available and allocable to the FMC Stock Fund or the FMC Technologies Stock Fund, receivables for pending stock sales.

(e) "Business Day" shall mean each day the New York Stock Exchange is open for business.

(f) "Change in Control" shall mean the occurrence of any of the events described in section 15 of this Agreement.

(g) "Closing Price" shall mean either (1) the closing price of the stock on the principal national securities exchange on which the FMC Stock Fund or the FMC Technologies Stock Fund is traded or, in the case of stocks traded over the counter, the last sale price of the day; or, if (1) is unavailable, (2) the latest available price as reported by the principal national securities exchange on which the FMC Stock Fund or the FMC Technologies Stock Fund is traded or, for an over the counter stock, the last bid price prior to the close of the New York Stock Exchange (generally 4:00 p.m. Eastern time).

(h) "Code" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(i) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it has been or may be amended from time to time.

(j) "Fidelity" shall mean the Trustee and/or its affiliates.

(k) "Fidelity Mutual Fund" shall mean any investment company advised by Fidelity Management & Research Company or any of its affiliates.

(l) "FIFO" shall mean first in first out.

(m) "FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc.

(n) "FMC Stock" shall mean the common stock of FMC Corporation, a publicly traded equity security.

(o) "FMC Stock Fund" shall mean the investment option consisting primarily of shares of FMC Corporation Stock (defined herein as "FMC Stock") and cash or short-term liquid investments.

(p) "FMC Technologies Stock " shall mean the common stock of FMC Technologies, Inc., a publicly traded equity security.

(q) "FMC Technologies Stock Fund" shall mean the investment option consisting primarily of shares of FMC Technologies, Inc. Stock (defined herein as "FMC Technologies Stock") and cash or short-term liquid investments.

(r) “IRS” shall mean the Internal Revenue Service.

(s) “Mutual Fund” shall refer both to Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

(t) “NFSLLC” shall mean National Financial Services LLC., an affiliate of the Trustee.

(u) “Non-Fidelity Mutual Fund” shall mean certain investment companies not advised by Fidelity Management & Research Company or any of its affiliates.

(v) “NYSE” shall mean the New York Stock Exchange.

(w) “Participant” shall mean, with respect to the Plan, any employee (or former employee) with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee (or deceased former employee) until such account has been fully distributed and/or forfeited.

(x) “Participant Recordkeeping Reconciliation Period” shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the reconciliation of Participant records.

(y) “Plan” shall mean the FMC Technologies, Inc. Nonqualified Savings and Investment Plan.

(z) “Potential Change in Control” shall mean the public announcement of the intention to enter into or entering into an agreement which would result in a Change in Control.

(aa) “Reporting Date” shall mean the last day of each calendar quarter, the date as of which the Trustee resigns or is removed pursuant to this agreement and the date as of which this Agreement terminates pursuant to Section 11 hereof.

(bb) “Specified Hierarchy” shall mean the processing order set forth in Schedules “F” and “G” that give precedence to distributions and withdrawals, and otherwise on a FIFO basis.

(cc) “Spin-Off Date” shall mean the date upon which FMC Corporation distributes its interest in the Sponsor.

(dd) “Sponsor” shall mean FMC Technologies, Inc., a Delaware corporation, or any successor to all or substantially all of its businesses which, by agreement, operation of law or otherwise, assumes the responsibility of the Sponsor under this Agreement.

(ee) “Trust” shall mean the FMC Technologies, Inc. Nonqualified Savings and Investment Plan Trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

(ff) “Trustee” shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10. The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor agrees to serve as Trustee under this Agreement.

(gg) “VRS” shall mean voice response system.

Section 2. Trust.

(a) Establishment. The Sponsor hereby establishes the Trust with the Trustee. The Trust shall consist of an initial contribution of money, FMC Technologies Stock, or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, such additional sums of money as shall from time to time be delivered to the Trustee under the Plan, all investments made therewith and proceeds thereof, and all earnings and profits thereon, less the payments that are made by the Trustee as provided herein, without distinction between principal and income. The Trustee hereby accepts the Trust on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

(b) Revocability. The Trust hereby established is revocable by the Sponsor. The Trust shall become irrevocable upon a Change in Control or upon a Potential Change in Control, unless a Change in Control does not occur during the twelve (12) month period following the Potential Change in Control. If a Change in Control does not occur during such twelve (12) month period, the Trust shall again be revocable by the Sponsor.

(c) Grantor Trust. The Trust is intended to be a grantor trust, of which the Sponsor is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code, as amended, and shall be construed accordingly.

(d) Trust Assets. The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Sponsor and shall be used exclusively for the uses and purposes of Participants and general creditors as herein set forth. Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Participants and their beneficiaries against the Sponsor. Any assets held by the Trust will be subject to the claims of the Sponsor's general creditors under federal and state law in the event of the Sponsor's Insolvency, as defined in Section 14(a), and subject to an Affiliate's creditors in the event of the subsidiary's Insolvency, as defined in Section 14(a), to the extent Trust assets were contributed to the Trust on behalf of the Affiliate's employees.

(e) Contributions. It is the intent of the parties that this Trust remain fully funded at all times. However, in the event that the Sponsor ceases to make contributions at any point in time and/or the Sponsor has knowledge that a Change of Control is imminent, the Sponsor shall, as soon as practicable after said contribution is due and/or as soon as practicable after the Sponsor has knowledge that a Change in Control is imminent, but no later than the day immediately preceding the contribution due date or the Change in Control, identify and contribute to the Trust the sum of the following (collectively the "Full Funding Amount"):

(i) With respect to the Plan, the amount by which the present value of all benefits required under the Plan to be deposited in trust after said contribution is due or upon a Change in Control exceeds the value of the Trust assets.

(ii) A reasonable estimate provided by the Trustee of its fees due over the remaining duration of the Trust.

(iii) A reasonable estimate of the taxes expected to be due over the remaining duration of the Trust.

(f) Administrator. Until a Potential Change in Control or a Change in Control, "Administrator" means the Compensation and Organization Committee of the Board of Directors of Sponsor ("Board"). Upon a Potential Change in Control or a Change in Control, any changes in the membership of the Administrator, including appointment of new members to replace resigning members, will be made by the Administrator itself. The Administrator shall have the duty to inform the Trustee, in writing, of a Potential Change in Control or a Change in Control, and the Trustee shall have no responsibility to comply with the Potential Change in Control or Change in Control provisions of this Agreement until the Trustee has received such written notice.

(g) Non-Assignment. Benefit payments to Participants and their beneficiaries funded under this Trust may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered, or subjected to attachment, garnishment, levy, execution, or other legal or equitable process.

Section 3. Payments to Sponsor. Except as provided under Section 14, after the Trust has become irrevocable, the Sponsor shall have no right to retain or divert to others any of the Trust assets before all payment of benefits have been made to the Participants and their beneficiaries pursuant to the terms of the Plan.

Section 4. Disbursements.

(a) Directions from Administrator. The Trustee shall disburse monies to Participants and their beneficiaries for benefit payments in the amounts that the Administrator directs from time to time in writing. The Trustee shall not disburse monies to any non-employees or other persons, including but not limited to, any directors or non-resident alien participants, who are required to receive any form other than

Internal Revenue Service ("IRS") Form W-2 (Wage and Tax Statement), nor shall the Trustee be responsible for ascertaining whether the Administrator's direction complies with the terms of the Plan or applicable law. With regard to said Participants, the Trustee shall disburse monies to the Administrator in accordance with a Payment Schedule ("Payment Schedule") that indicates the amounts payable in respect of each Participant and such other details deemed appropriate by both the Administrator and the Trustee, and the Administrator shall retain full responsibility for making disbursements to any non-employees or other persons, including but not limited to, any directors or non-resident alien participants, who are required to receive any form other than IRS Form W-2. The Trustee shall be responsible for Federal and State income tax reporting or withholding with respect to Plan benefits paid from the Trust. The Trustee shall not be responsible for FICA (Social Security and Medicare), any Federal or State unemployment or local tax with respect to Plan distributions.

(b) Payments with No Stated Procedure. If a payment required under the terms of the Plan has not been made to a Participant, and the underlying Plan has no stated procedure for the Participant to collect the benefits, then the Participant may notify the Trustee in writing of the amount (or a reasonable estimate of the amount) owed to the Participant pursuant to the Plan, and the date such amount was due and payable. The Trustee shall notify the Administrator within fifteen (15) calendar days of the receipt of such a payment request. If the Trustee does not receive from the Sponsor a notarized statement as to the proper amount due and payable to the Participant within thirty (30) calendar days of the date the Trustee notified the Administrator in writing of the payment request, then the Trustee shall make the payment requested by the Participant from the assets of the Trust, and may conclusively rely on such payment or payments as being the appropriate amount. The Trustee also shall notify the Administrator of such payment and to the extent of such payment, the Sponsor's obligation to the Participant for benefits under the Plan shall be deemed satisfied. If the Sponsor's notarized statement as to the proper amount due and payable to the Participant differs from the amount set forth in the Participant payment request, then the Trustee shall retain any disputed amount in Trust pending resolution of the dispute by the Sponsor and the Participant pursuant to the Plan. Subject to the sufficiency of the assets of the Trust, payment shall be made to a Participant from the Trust in accordance with the terms of this Section 4(b) and the Plan until the earlier of:

(i) The date all benefit commitments due to the Participant or the Participant's beneficiaries under the Plan, as requested by the Participant in his or her notification to the Trustee, have been satisfied; or

(ii) The Administrator provides a notarized statement that shows the proper amount due to the Participant. If such a notarized statement is so provided, appropriate adjustment, if any, shall be made in the remaining amount paid to the Participant.

(c) Limitations. The Trustee shall not be required to make any disbursement in excess of the net realizable value of the assets of the Trust at the time of the disbursement. If the assets are not sufficient to make such distributions, the Sponsor shall be obligated to make the balance of each payment when due. The Trustee shall not be required to make any disbursement in cash unless the Administrator has provided a written direction as to the assets to be converted to cash for the purpose of making the disbursement.

(d) Participants Subject to Federal Income Taxation. Except as otherwise provided herein, in the event of any final determination by the IRS or a court of competent jurisdiction which determination is not appeallable or the time for appeal or protest of which has expired, or the receipt by the Trustee of a substantially unqualified opinion of tax counsel selected by the Trustee, which determination determines, or which opinion opines, that any Participant is subject to Federal income taxation on amounts held in trust hereunder prior to the distribution to the Participant of such amounts, the Trustee shall, upon receipt by the Trustee of such opinion or notice of such determination, pay to such Participant the portion of the Trust corpus includible in such Participant's Federal gross income and, to the extent of such payment, the Sponsor's obligation to the Participant for benefits under the Plan shall be deemed satisfied.

Section 5. Investment of Trust.

(a) Selection of Investment Options. The Trustee shall have no responsibility for the selection of investment options under the Trust and shall not render investment advice to any person in connection with the selection of such options.

(b) Available Investment Options. The Sponsor shall direct the Trustee as to what investment options the Trust shall be invested in (i) during the period beginning on the initial transfer of assets to the Trust and ending on the completion of the Participant Recordkeeping Reconciliation Period, and (ii) following the Participant Recordkeeping Reconciliation Period, subject to the following limitations. The Sponsor may determine to offer as investment options only: (1) FMC Stock, (2) FMC Technologies Stock and (3) Fidelity Mutual Funds and Non-Fidelity Mutual Funds identified collectively as certain Mutual Funds as listed on Schedule "A" attached hereto; provided, however, that the Trustee shall not be considered a fiduciary with investment discretion. The Sponsor may add or remove investment options with the consent of the Trustee and upon mutual amendment of this Trust Agreement and the Schedules thereto to reflect such additions.

Sponsor shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by Sponsor in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(c) Investment Directions. In order to provide for an accumulation of assets comparable to the contractual liabilities accruing under the Plan, the Sponsor may direct the Trustee in writing to invest the assets held in the Trust to correspond to the hypothetical investments made for Participants under the Plan. Such directions may be made by Plan Participants by use of a Participant service representative, the VRS, the internet or such other electronic means as may be agreed upon from time to time by the Sponsor and the Trustee, maintained for such purposes by the Trustee or its agents, in accordance with Schedule "E." In the event that the Trustee fails to receive a proper direction from the Sponsor or from Participants, the assets in question shall be invested in Fidelity Retirement Government Money Market Portfolio until the Trustee receives a proper direction.

The Sponsor's designation of available investment options, the maintenance of accounts for each Plan Participant and the crediting of investments to such accounts, the giving of investment directions by Participants, and the exercise by Participants of any other powers relating to investments are solely for the purpose of providing a mechanism for measuring the obligation of the Sponsor to any particular Participant under the applicable Plan. No Participant or beneficiary will have any preferential claim to or beneficial ownership interest in any asset or investment, and the rights of any Participant and his or her beneficiaries under the applicable Plan and this Agreement are solely those of an unsecured general creditor of the Sponsor with respect to the benefits of the Participant under the Plan.

(d) Mutual Funds. The Sponsor hereby acknowledges that it has received from the Trustee a copy of the prospectus for each Mutual Fund selected by the Sponsor as a Plan investment option. Trust investments in Mutual Funds shall be subject to the following limitations:

(i) Execution of Purchases and Sales. Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Sponsor in good order all information and documentation necessary to accurately effect such purchases and sales (or in the case of a purchase, the subsequent date on which the Trustee has received a wire transfer of funds necessary to make such purchase). Transactions involving Non-Fidelity Mutual Funds shall be executed in accordance with the operating procedures set forth in Schedule "D" attached hereto. Exchanges of Fidelity Mutual Funds shall be made on the same business day that the Trustee receives a proper direction if received before market close (generally 4:00 p.m. eastern time); if the direction is received after market close (generally 4:00 p.m. eastern time), the exchange shall be made the following Business Day.

(ii) Voting. At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials

to each Plan Participant who has hypothetical shares of the Mutual Fund credited to the Participant's accounts, together with a voting direction form for return to the Trustee or its designee. The Participant shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the hypothetical shares credited to the Participant's accounts. The Trustee shall vote the shares held in the Trust in the same manner as directed by the Participant under the Plan. The Trustee shall not vote shares for which it has received no corresponding directions from the Participant. During the Participant Recordkeeping Reconciliation Period, the Sponsor shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust. With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Sponsor. The Trustee shall have no duty to solicit directions from the Sponsor.

(e) Stock.

(i) FMC Stock Fund. Trust investments in FMC Stock shall be made via the FMC Stock Fund. Investments in the FMC Stock Fund shall consist primarily of shares of FMC Stock. The FMC Stock Fund shall also include cash or short-term liquid investments, in accordance with this paragraph, in amounts designed to satisfy daily participant exchange or withdrawal requests. Such holdings will include Colchester Street Trust: Money Market Portfolio: Class I, or such other Mutual Fund as agreed to in writing by the Sponsor and Trustee. The Sponsor shall, after consultation with the Trustee, establish and communicate to the Trustee in writing a target percentage and drift allowance for such short-term liquid investments. Subject to its ability to execute open-market trades in FMC Stock or to otherwise trade with the Sponsor, the Trustee shall be responsible for ensuring that the short-term investments held in the FMC Stock Fund falls within the agreed-upon range over time. Each Participant's hypothetical, proportional interest in the FMC Stock Fund shall be measured in units of participation, rather than shares of FMC Stock. Such units shall represent a hypothetical, proportionate interest in all of the assets of the FMC Stock Fund, which includes shares of FMC Stock, short-term investments and at times, receivables and payables (such as receivables and payables arising out of unsettled stock trades). The Trustee shall determine a daily NAV for each unit outstanding of the FMC Stock Fund. Valuation of the FMC Stock Fund shall be based upon: (1) the Closing Price or, if not available, (2) the price determined in good faith by the Trustee taking into account the latest available price of FMC Stock, as reported on the NYSE or such other principal national securities exchange on which FMC Stock is traded. The NAV shall be adjusted for gains or losses realized on sales of FMC Stock, appreciation or depreciation in the value of those shares owned, dividends paid on FMC Stock to the extent not used to purchase additional units of the FMC Stock Fund for affected Participants, and interest on the short-term investments held by the FMC Stock Fund, payables and receivables for pending stock trades, receivables for dividends not yet distributed, and payables for other expenses of the FMC Stock Fund, including principal obligations, if any, and expenses that, pursuant to Sponsor direction, the Trustee accrues or pays from the FMC Stock Fund.

(A) Acquisition Limit. Pursuant to the Plan, the Trust may be invested in FMC Stock to the extent necessary to comply with investment directions in accordance with this Agreement. The Sponsor shall be responsible for providing specific direction on any acquisition limits required by the Plan or applicable law. Notwithstanding anything herein to the contrary, effective as of the Spin-Off Date, contributions and exchanges into the FMC Stock Fund are prohibited.

(B) Fiduciary Duty. The Sponsor shall continually monitor the suitability of acquiring and holding FMC Stock. The Trustee shall not be liable for any loss or expense which arises from the directions of the Sponsor with respect to the acquisition and holding of FMC Stock, unless it is clear on their face that the actions to be taken under those directions would be prohibited by the foregoing fiduciary duty rules or would be contrary to the terms of this Agreement.

(C) Purchases and Sales of FMC Stock. Unless otherwise directed by the Sponsor in writing pursuant to directions that the Trustee can administratively implement, the following provisions shall govern purchases and sales of FMC Stock.

(I) Open Market Purchases and Sales. Purchases and sales of FMC Stock shall be made on the open market in accordance with the Trustee's standard trading guidelines, as they may be amended by the Trustee from time to time, as necessary to honor exchange and withdrawal activity and to maintain the target cash percentage and drift allowance for the FMC Stock Fund, provided that:

(1) If the Trustee is unable to purchase or sell the total number of shares required to be purchased or sold on such day as a result of market conditions; or

(2) If the Trustee is prohibited by the Securities and Exchange Commission, the NYSE or principal exchange on which FMC Stock is traded, or any other regulatory body from purchasing or selling any or all of the shares required to be purchased or sold on such day, then the Trustee shall purchase or sell such shares as soon thereafter as administratively feasible.

(II) Purchases and Sales from or to Sponsor. If directed by the Sponsor in writing prior to the trading date, the Trustee may purchase or sell FMC Stock from or to the Sponsor if the purchase or sale is for adequate consideration and no commission is charged. If Sponsor contributions (employer) or contributions made by the Sponsor on behalf of the Participants (employee) under the Plan are to be invested in FMC Stock, the Sponsor may transfer FMC Stock in lieu of cash to the Trust.

(III) Use of an Affiliated Broker. The Sponsor hereby directs the Trustee to use NFSLLC to provide brokerage services in connection with any purchase or sale of FMC Stock on the open market, except in circumstances where the Trustee has determined, in accordance with its standard trading guidelines or pursuant to Sponsor direction, to seek expedited settlement of the trades. NFSLLC shall execute such directions directly or through any of its affiliates. The provision of brokerage services shall be subject to the following:

(1) As consideration for such brokerage services, the Sponsor agrees that NFSLLC shall be entitled to remuneration under this direction provision in an amount of no more than three and one-fifth cents ($.032) commission on each share of FMC Stock. Any change in such remuneration may be made only by a signed agreement between the Sponsor and Trustee.

(2) The Trustee will provide the Sponsor with periodic reports which summarize all securities transaction-related charges incurred with respect to trades of FMC Stock for such Plan.

(3) Any successor organization of NFSLLC, through reorganization, consolidation, merger or similar transactions, shall, upon consummation of such transaction, become the successor broker in accordance with the terms of this direction provision.

(4) The Trustee and NFSLLC shall continue to rely on this direction provision until notified to the contrary. The Sponsor reserves the right to terminate this direction upon written notice to NFSLLC (or its successor) and the Trustee, in accordance with Section 9 of this Agreement.

(D) Execution of Purchases and Sales of Units. Unless otherwise directed in writing pursuant to directions that the Trustee can administratively implement, purchases and sales of units shall be made as follows:

(I) Subject to subparagraphs (II) and (III) below, purchases and sales of units in the FMC Stock Fund (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator in good order all information, documentation, and wire transfers of funds (if applicable), necessary to accurately effect such transactions. Exchanges of units in the FMC Stock Fund shall be made in accordance with the Exchange Guidelines attached hereto as Schedule “E.”

(II) Aggregate sales of units in the FMC Stock Fund on any day shall be limited to the FMC Stock Fund's Available Liquidity for that day. In the event that the requested sales exceed the Available Liquidity, then transactions shall be processed giving precedence to distributions, and withdrawals, and otherwise on a FIFO basis, as provided in the Specified Hierarchy. So long as the FMC Stock Fund is open for such transactions, sales of units that are requested but not processed on a given day due to insufficient Available Liquidity shall be suspended until Available Liquidity is sufficient to honor such transactions in accordance with the Specified Hierarchy.

(III) The Trustee shall close the FMC Stock Fund to sales or purchases of units, as applicable, on any date on which trading in the FMC Stock has been suspended or substantial purchase or sale orders are outstanding and cannot be executed.

(E) Securities Law Reports. The Trustee shall not be responsible for filing any reports required under Federal or state securities laws with respect to the Trust's ownership of FMC Stock, including, without limitation, any reports required under section 13 or 16 of the Securities Exchange Act of 1934. The Sponsor shall be responsible for immediately notifying the Trustee in writing of any requirement known to the Sponsor to stop purchases or sales of FMC Stock. The Trustee shall provide to the issuer of FMC Stock such information on the Trust's ownership of FMC Stock as the issuer of FMC Stock may reasonably request in order to comply with Federal or state securities laws.

(F) Voting and Tender Offers. Notwithstanding any other provision of this Agreement the provisions of this Section shall govern the voting and tendering of FMC Stock. The Sponsor shall pay for all printing, mailing, tabulation and other costs associated with the voting and tendering of FMC Stock to the extent that such costs are not paid for by the issuer of FMC Stock.

(I) Voting. Prior to the Spin-Off date, for all shares of FMC Stock, both those that are hypothetically allocated to Participants in the form of units and those that are unallocated, the Trustee shall vote as directed by the Sponsor, except as otherwise required by law. Directions from the Sponsor to the Trustee concerning the voting of FMC Stock shall be communicated in writing, or by such other means as agreed upon by the Trustee and the Sponsor.

Effective as of the Spin-Off Date, the Trustee shall furnish to the transfer agent of the issuer of FMC Stock the names, addresses and social security numbers of each Participant with a hypothetical

interest in the FMC Stock Fund, and the percentages of shares hypothetically owned by each Participant as of the record date through reports and/or data tape. The issuer of FMC Stock shall be responsible for distributing proxy materials and voting instruction forms to Participants holding an interest in the FMC Stock Fund. In the event that the issuer of FMC Stock does not distribute said proxy materials and voting instruction forms to Participants holding a hypothetical interest in FMC Stock, the Sponsor shall: (1) utilize its best efforts to timely distribute or cause to be distributed to Participants said information; and (2) upon request, provide the Trustee with a copy of any material provided to the Participants and certify to the Trustee that the materials have been mailed or otherwise sent to Participants.

Effective as of the Spin-Off, each Participant with a hypothetical interest in the FMC Stock Fund (i.e. shares which are allocated to Participant's hypothetical accounts) shall have the right to direct the Trustee as to the manner in which the Trustee is to vote (including not to vote) that number of shares of FMC Stock reflecting such Participant's hypothetical, proportional interest in the FMC Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the voting of Sponsor Stock shall be communicated in writing, or by such other means as is agreed upon by the Trustee and the Sponsor. These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. Upon its receipt of the directions, the Trustee shall vote the shares of FMC Stock reflecting the Participant's hypothetical, proportional interest in the FMC Stock Fund as directed by the Participant. After the Spin-Off Date, except as otherwise required by law, the Trustee shall vote shares of FMC Stock reflecting a Participant's hypothetical, proportional interest in the FMC Stock Fund for which it has received no direction from the Participant, as well as shares that are unallocated, in the same manner and in the same proportion as the total numbers of shares of FMC Stock credited to the Participants' accounts for which it has received direction from Participants.

(II) Tender Offers.

(1) Prior to the Spin-Off Date, for all shares of FMC Stock, both those that are hypothetically allocated to Participants in the form of units and those that are unallocated, the Trustee shall tender or not tender as directed by the Sponsor. Directions from the Sponsor to the Trustee concerning the tender of FMC Stock shall be communicated in writing, or by such other means as agreed upon by the Trustee and the Sponsor through the Sponsor's transfer agent.

(2) Effective as of the Spin-Off Date, each Participant with a hypothetical, interest in the FMC Stock Fund shall have the right to direct the Trustee to tender or not

to tender some or all of the shares of FMC Stock reflecting such Participant's hypothetical, proportional interest in the FMC Stock Fund (both vested and unvested). Directions from a Participant to the Trustee concerning the tender of FMC Stock shall be communicated in writing, or by such other means as is agreed upon by the Trustee and the Sponsor. These directions shall be held in confidence by the Trustee and shall not be divulged to the Sponsor, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services hereunder. The Trustee shall tender or not tender shares of FMC Stock as directed by the Participant. After the Spin-Off Date, except as otherwise required by law, the Trustee shall not tender shares of FMC Stock reflecting a Participant's hypothetical, proportional interest in the FMC Stock Fund for which it has received no direction from the Participant.

(3) Effective as of the Spin-Off Date, except as otherwise required by law, the Trustee shall tender that number of shares of FMC Stock not credited to Participants' accounts in the same proportion as the total number of shares of FMC Stock credited to Participants' accounts for which it has received instructions from Participants.

(4) Both prior to and effective as of the Spin-Off Date, a direction by a Participant to the Trustee to tender shares of Sponsor Stock reflecting the Participant's hypothetical, proportional interest in the FMC Stock Fund shall not be considered a written election under the Plan by the Participant to withdraw, or have distributed, any or all of his withdrawable shares. The Trustee shall credit to each hypothetical, proportional interest of the Participant from which the tendered shares were taken the proceeds received by the Trustee in exchange for the shares of FMC Stock tendered from that interest. Pending receipt of directions (through the Administrator) from the Participant or the Sponsor, as provided in the Plan, as to which of the remaining investment options the proceeds should be invested in, the Trustee shall invest the proceeds in the Fidelity Retirement Government Money Market Portfolio.

(5) Effective as of the Spin-Off Date, a Participant who has directed the Trustee to tender some or all of the shares of FMC Stock reflecting the Participant's proportional interest in the FMC Stock Fund may, at any time prior to the tender offer withdrawal date, direct the Trustee to withdraw some or all of the tendered shares reflecting the Participant's proportional interest, and the Trustee shall withdraw the directed number of shares from the tender offer prior to the tender offer withdrawal deadline. Prior to the withdrawal deadline, if any shares of FMC Stock not credited to Participants' accounts have been tendered, the Trustee shall redetermine the number of shares of FMC Stock that would be tendered under Section 5(e)(i)(F)(II) if the date of the foregoing withdrawal were the

date of determination, and withdraw from the tender offer the number of shares of FMC Stock not credited to Participants' accounts necessary to reduce the amount of tendered FMC Stock not credited to Participants' accounts to the amount so redetermined. A Participant shall not be limited as to the number of directions to tender or withdraw that the Participant may give to the Trustee.

(G) General. With respect to all shareholder rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, in the case of FMC Stock, the Trustee shall follow the procedures set forth in section 5(e)(i)(F)(I), above.

(H) Conversion. All provisions in this Section 5(e)(i) shall also apply to any securities received as a result of a conversion of FMC Stock.

(I) Notice. As soon as practicable following the Spin-Off Date, the Sponsor shall provide written notice to the Trustee regarding the date on which FMC Corporation distributed its interest in the Sponsor. Said written notice shall: (1) include all information deemed reasonably necessary by the Trustee and the Sponsor to carry out the terms of this Agreement and (2) be sent by certified or registered mail, return receipt requested, to the Trustee c/o Dennis Maguire, Fidelity Investments, 300 Puritan Way, MM3H, Marlborough, MA 01752-3078.

(ii) FMC Technologies Stock Fund. Trust investments in FMC Technologies Stock shall be made via the FMC Technologies Stock Fund. Investments in the FMC Technologies Stock Fund shall consist primarily of shares of FMC Technologies Stock. The FMC Technologies Stock Fund shall also include cash or short-term liquid investments, in accordance with this paragraph, in amounts designed to satisfy daily participant exchange or withdrawal requests. Such holdings will include Colchester Street Trust: Money Market Portfolio: Class I, or such other Mutual Fund as agreed to in writing by the Sponsor and Trustee. The Sponsor shall, after consultation with the Trustee, establish and communicate to the Trustee in writing a target percentage and drift allowance for such short-term liquid investments. Subject to its ability to execute open-market trades in FMC Technologies Stock or to otherwise trade with the Sponsor, the Trustee shall be responsible for ensuring that the short-term investments held in the FMC Technologies Stock Fund falls within the agreed-upon range over time. Each Participant's hypothetical, proportional interest in the FMC Technologies Stock Fund shall be measured in units of participation, rather than shares of FMC Technologies Stock. Such units shall represent a hypothetical, proportionate interest in all of the assets of the FMC Technologies Stock Fund, which includes shares of FMC Technologies Stock, short-term investments and at times, receivables and payables (such as receivables and payables arising out of unsettled stock trades). The Trustee shall determine a daily NAV for each unit outstanding of the FMC Technologies Stock Fund. Valuation of the FMC Technologies Stock Fund shall be based upon: (1) the

Closing Price or, if not available, (2) the price determined in good faith by the Trustee taking into account the latest available price of FMC Technologies Stock, as reported on the NYSE or such other principal national securities exchange on which FMC Technologies Stock is traded. The NAV shall be adjusted for gains or losses realized on sales of FMC Technologies Stock, appreciation or depreciation in the value of those shares owned, dividends paid on FMC Technologies Stock to the extent not used to purchase additional units of the FMC Technologies Stock Fund for affected Participants, and interest on the short-term investments held by the FMC Technologies Stock Fund, payables and receivables for pending stock trades, receivables for dividends not yet distributed, and payables for other expenses of the FMC Technologies Stock Fund, including principal obligations, if any, and expenses that, pursuant to Sponsor direction, the Trustee accrues or pays from the FMC Technologies Stock Fund.

(A) Acquisition Limit. Pursuant to the Plan, the Trust may be invested in FMC Technologies Stock to the extent necessary to comply with investment directions in accordance with this Agreement. The Sponsor shall be responsible for providing specific direction on any acquisition limits required by the Plan or applicable law.

(B) Fiduciary Duty. The Sponsor shall continually monitor the suitability of acquiring and holding FMC Technologies Stock. The Trustee shall not be liable for any loss or expense which arises from the directions of the Sponsor with respect to the acquisition and holding of FMC Technologies Stock, unless it is clear on their face that the actions to be taken under those directions would be prohibited by the foregoing fiduciary duty rules or would be contrary to the terms of this Agreement.

(C) Purchases and Sales of FMC Technologies Stock. Unless otherwise directed by the Sponsor in writing pursuant to directions that the Trustee can administratively implement, the following provisions shall govern purchases and sales of FMC Technologies Stock.

(I) Open Market Purchases and Sales. Purchases and sales of FMC Technologies Stock shall be made on the open market in accordance with the Trustee's standard trading guidelines, as they may be amended by the Trustee from time to time, as necessary to honor exchange and withdrawal activity and to maintain the target cash percentage and drift allowance for the FMC Technologies Stock Fund, provided that:

(1) If the Trustee is unable to purchase or sell the total number of shares required to be purchased or sold on such day as a result of market conditions; or

(2) If the Trustee is prohibited by the Securities and

Exchange Commission, the NYSE or principal exchange on which FMC Technologies Stock is traded, or any other regulatory body from purchasing or selling any or all of the shares required to be purchased or sold on such day, then the Trustee shall purchase or sell such shares as soon thereafter as administratively feasible.

(II) Purchases and Sales from or to Sponsor. If directed by the Sponsor in writing prior to the trading date, the Trustee may purchase or sell FMC Technologies Stock from or to the Sponsor if the purchase or sale is for adequate consideration and no commission is charged. If Sponsor contributions (employer) or contributions made by the Sponsor on behalf of the Participants (employee) under the Plan are to be invested in FMC Technologies Stock, the Sponsor may transfer FMC Technologies Stock in lieu of cash to the Trust.

(III) Use of an Affiliated Broker. The Sponsor hereby directs the Trustee to use NFSLLC to provide brokerage services in connection with any purchase or sale of FMC Technologies Stock on the open market, except in circumstances where the Trustee has determined, in accordance with its standard trading guidelines or pursuant to Sponsor direction, to seek expedited settlement of the trades. NFSLLC shall execute such directions directly or through any of its affiliates. The provision of brokerage services shall be subject to the following:

(1) As consideration for such brokerage services, the Sponsor agrees that NFSLLC shall be entitled to remuneration under this direction provision in an amount of no more than three and one-fifth cents ($.032) commission on each share of FMC Technologies Stock. Any change in such remuneration may be made only by a signed agreement between the Sponsor and Trustee.

(2) The Trustee will provide the Sponsor with periodic reports which summarize all securities transaction-related charges incurred with respect to trades of FMC Technologies Stock for such Plan.

(3) Any successor organization of NFSLLC, through reorganization, consolidation, merger or similar transactions, shall, upon consummation of such transaction, become the successor broker in accordance with the terms of this direction provision.

(4) The Trustee and NFSLLC shall continue to rely on this direction provision until notified to the contrary. The Sponsor reserves the right to terminate this direction upon written notice to NFSLLC (or its successor) and the Trustee, in accordance with Section 9 of this Agreement.

(D) Execution of Purchases and Sales of Units. Unless otherwise directed in writing pursuant to directions that the Trustee can administratively implement, purchases and sales of units shall be made as follows:

(I) Subject to subparagraphs (II) and (III) below, purchases and sales of units in the FMC Technologies Stock Fund (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator in good order all information, documentation, and wire transfers of funds (if applicable), necessary to accurately effect such transactions. Exchanges of units in the FMC Technologies Stock Fund shall be made in accordance with the Exchange Guidelines attached hereto as Schedule "E".

(II) Aggregate sales of units in the FMC Technologies Stock Fund on any day shall be limited to the FMC Technologies Stock Fund's Available Liquidity for that day. In the event that the requested sales exceed the Available Liquidity, then transactions shall be processed giving precedence to distributions and withdrawals, and otherwise on a FIFO basis, as provided in the Specified Hierarchy. So long as the FMC Technologies Stock Fund is open for such transactions, sales of units that are requested but not processed on a given day due to insufficient Available Liquidity shall be suspended until Available Liquidity is sufficient to honor such transactions in accordance with the Specified Hierarchy.

(III) The Trustee shall close the FMC Technologies Stock Fund to sales or purchases of units, as applicable, on any date on which trading in the FMC Technologies Stock has been suspended or substantial purchase or sale orders are outstanding and cannot be executed.

(E) Securities Law Reports. The Trustee shall not be responsible for filing any reports required under Federal or state securities laws with respect to the Trust's ownership of FMC Technologies Stock, including, without limitation, any reports required under section 13 or 16 of the Securities Exchange Act of 1934. The Sponsor shall be responsible for immediately notifying the Trustee in writing of any requirement to stop purchases or sales of FMC Technologies Stock. The Trustee shall provide to the Sponsor such information on the Trust's ownership of FMC Technologies Stock as the Sponsor may reasonably request in order to comply with Federal or state securities laws.

(F) Voting and Tender Offers. Notwithstanding any other provision of this Agreement the provisions of this Section shall govern the voting and tendering of FMC Technologies Stock.

The Sponsor shall pay for all printing, mailing, tabulation and other costs associated with the voting and tendering of FMC Technologies Stock.

(I) Voting. For all shares of FMC Technologies Stock, both those that are hypothetically allocated to Participants in the form of units, and those that are unallocated, the Trustee shall vote as directed by the Sponsor, except as otherwise required by law. Directions from the Sponsor to the Trustee concerning the voting of FMC Technologies Stock shall be communicated in writing, or by such other means as agreed upon by the Trustee and the Sponsor through the Sponsor's transfer agent.

(II) Tender Offers.

(1) For all shares of FMC Technologies Stock, both those that are hypothetically allocated to Participants in the form of units, and those that are unallocated, the Trustee shall tender or not tender as directed by the Sponsor. Directions from the Sponsor to the Trustee concerning the tender of FMC Technologies Stock shall be communicated in writing, or by such other means as agreed upon by the Trustee and the Sponsor through the Sponsor's transfer agent.

(2) A direction by the Sponsor to the Trustee to tender shares of FMC Technologies Stock reflecting the Participant's hypothetical, proportional interest in the FMC Technologies Stock Fund shall not be considered a written election under the Plan by the Participant to withdraw, or have distributed, any or all of his withdrawable shares. The Trustee shall credit to each hypothetical, proportional interest of the Participant from which the tendered shares were taken the proceeds received by the Trustee in exchange for the shares of FMC Technologies Stock tendered from that interest. Pending receipt of directions (through the Sponsor) from the Participant or the Sponsor, as provided in the Plan, as to which of the remaining investment options the proceeds should be invested in, the Trustee shall invest the proceeds in the Fidelity Retirement Government Money Market Portfolio.

(G) General. With respect to all shareholder rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, in the case of FMC Technologies Stock, the Trustee shall follow the procedures set forth in subsection F(I) above.

(H) Conversion. All provisions in this Section 5(e)(ii) shall also apply to any securities received as a result of a conversion of FMC Technologies Stock.

(f) Trustee Powers. The Trustee shall have the following powers and authority:

(i) Subject to Subsection (a) of this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(ii) To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Sponsor or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) With the written consent of the Sponsor, which consent shall not be unreasonably withheld, to: (1) settle, compromise, or submit to arbitration any claims, debts or damages due to or arising from the Trust; (2) commence or defend suits or legal or administrative proceedings; (3) represent the Trust in all suits and legal and administrative hearings; (4) and pay all reasonable expenses arising from any such action from the Trust, if not paid by the Sponsor.

(vi) With the written consent of the Sponsor, which consent shall not be unreasonably withheld, to: (1) employ legal, accounting, clerical, and other assistance as may be reasonably required in carrying out the provisions of this Agreement: and (2) pay their reasonable expenses and compensation from the Trust, if not paid by the Sponsor.

(vii) To do all other acts although not specifically mentioned herein, as the Trustee may deem reasonably necessary to carry out any of the foregoing powers and the purposes of the Trust.

(viii) To borrow funds from a bank not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion, provided that the cost of borrowing shall be allocated in a reasonable fashion to the investment fund(s) in need of liquidity.

Notwithstanding any powers granted to Trustee pursuant to this Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code.

Section 6. Recordkeeping and Administrative Services to Be Performed.

(a) General. The Trustee shall perform those recordkeeping and administrative functions described in Schedule "A" attached hereto. These recordkeeping and administrative functions shall be performed within the framework of the Administrator's written directions regarding the Plan's provisions, guidelines and interpretations.

(b) Accounts. The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of the last day of each fiscal quarter of the Plan and, if not on the last day of a fiscal quarter, the date on which the Trustee resigns or is removed as provided in Section 9 of this Agreement or is terminated as provided in Section 11. Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting Date. Except as otherwise required under applicable law, upon the expiration of one (1) year from the date of filing such account with the Administrator, the Trustee shall have no liability or further accountability to anyone with respect to the propriety of its acts or transactions shown in such account, except with respect to such acts or transactions as to which the Sponsor shall within such one (1) year period file with the Trustee written objections. During said one (1) year period, errors caused by the Trustee, its agents or affiliates will be corrected by the Trustee at the Trustee's expense. After said one (1) year period, errors will be corrected by the Trustee at the Sponsor's expense.

(c) Inspection and Audit. Prior to the termination of this Agreement, all records generated by the Trustee in accordance with paragraphs (a) and (b) shall be open to inspection and audit, during the Trustee's regular business hours, by the Administrator or any person designated by the Administrator. Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Administrator, at no expense to the Sponsor, in the format regularly provided to the Administrator which shall be machine readable, a statement of each Participant's accounts as of the resignation, removal, or termination, and the Trustee shall provide to the Administrator or the Plan's new recordkeeper such further records as are reasonable, at the Sponsor's expense.

(d) Effect of Plan Amendment. The Trustee's provision of the recordkeeping and administrative services set forth in this Section 6 shall be conditioned on the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption, and on the Administrator providing the Trustee on a timely basis with all the information the Administrator deems necessary for the Trustee to perform the recordkeeping and administrative services and such other information as the Trustee may reasonably request.

(e) Returns, Reports and Information. The Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information in the Trustee's regular format, which shall be machine readable, as the Administrator may reasonably request to make these filings at no additional cost to the Sponsor or the Trust. The Administrator shall also be responsible for making any disclosures to Participants required by law.

Section 7. Compensation and Expenses. Sponsor shall pay to Trustee, within thirty (30) days of receipt of the Trustee's bill, the fees for services in accordance with Schedule "B". All fees for services are specifically outlined in Schedule "B" and are based on any assumptions identified therein. To reflect increased operating costs, but not prior to September 28, 2002, Trustee may once each calendar year amend Schedule B without the Sponsor's consent upon ninety (90) days prior notice to the Sponsor.

All reasonable expenses of plan administration as shown on Schedule "B" attached hereto, as amended from time to time, shall be a charge against and paid from the appropriate plan Participants' accounts, except to the extent such amounts are paid by the Plan Sponsor in a timely manner.

All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, and all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, shall be a charge against and paid from the appropriate Participants' accounts.

Section 8. Directions and Indemnification.

(a) Identity of Administrator. The Trustee shall be fully protected in relying on the fact that the Administrator under the Plan is the individual or persons named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

(b) Directions from Administrator. Whenever the Administrator provides a direction to the Trustee, the Trustee shall not be liable for any loss, or by reason of any breach, arising from the direction if the direction is contained in a writing (or is oral and immediately confirmed in a writing) signed by any individual whose name and signature have been submitted (and not withdrawn) in writing to the Trustee by the Administrator in the form attached hereto as Schedule "C", provided the Trustee reasonably believes the signature of the individual to be genuine. Such direction may be made via electronic data transfer ("EDT") in accordance with procedures agreed to by the Administrator and the Trustee; provided, however, that the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Administrator. The Trustee shall have no responsibility to ascertain any direction's (i) accuracy, (ii) compliance with the terms of the Plan or any applicable law, or (iii) effect for tax purposes or otherwise.

(c) Directions from Participants. The Trustee shall not be liable for any loss which arises from any Participant's exercise or non-exercise of rights under Section 5 over the assets in the Participant's accounts.

(d) Indemnification. The Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorneys' fees and disbursements ("Losses"), that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim asserted by any person by reason of the Trustee's service under the Trust whereby the Trustee has acted in good faith reliance on the direction of the Administrator or information provided by the Administrator or Sponsor, excepting any and all Losses arising from the Trustee's negligence, bad faith, or breach of this Agreement.

The Trustee shall indemnify the Sponsor against, and hold the Sponsor harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Sponsor by reason of any claim, regulatory proceeding, or litigation arising from Trustee's, its agents', affiliates' or their successors' negligence, bad faith or breach of this Agreement.

The Trustee shall indemnify the Sponsor against and hold the Sponsor harmless from any and all such Losses, that may be incurred by, imposed upon, or asserted against the Sponsor solely as a result of: (i)

any defects in the investment methodology embodied in the target asset allocation or model portfolio provided through Fidelity PortfolioPlanner, except to the extent that any such Loss arises from information provided by the Participant, the Sponsor or third parties; or (ii) any prohibited transactions resulting from the provision by of Fidelity PortfolioPlanner.

(e) Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

Section 9. Resignation or Removal of Trustee.

(a) Resignation. The Trustee may resign at any time upon sixty (60) days' notice in writing to the Sponsor, unless a shorter period of notice is agreed upon by the Sponsor.

(b) Removal. The Administrator may remove the Trustee at any time upon thirty (30) days' notice in writing to the Trustee, unless a shorter period of notice is agreed upon by the Trustee. Upon the occurrence of a Potential Change in Control or a Change in Control, the Sponsor may not remove the Trustee unless the Administrator appoints a nationally recognized successor corporate trustee to serve under this Agreement until all benefits payable hereunder are distributed to the Participants and/or their beneficiaries.

Section 10. Successor Trustee.

(a) Appointment. If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

(b) Acceptance. When the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee. The predecessor trustee shall execute all instruments and do all acts that reasonably may be necessary or reasonably may be requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

(c) Corporate Action. Any successor of the Trustee or successor trustee, through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

Section 11. Termination. This Agreement may be terminated at any time by the Sponsor upon sixty (60) days' notice in writing to the Trustee. On the date of the termination of this Agreement, the Trustee shall forthwith transfer and deliver to such individual or entity as the Sponsor shall designate, all cash and assets then constituting the Trust. If, by the termination date, the Sponsor has not notified the Trustee in writing as to whom the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave to deposit the assets and cash in a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all costs and expenses of the action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

Section 12. Resignation, Removal, and Termination Notices. All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor c/o Vice President and General Counsel, FMC Technologies, Inc., 200 East Randolph Drive, Chicago, Illinois 60601, and to the Trustee c/o John M. Kimpel, Fidelity Investments, 82 Devonshire Street, F7A, Boston, Massachusetts 02109, or to such other addresses as the parties have notified each other of in the foregoing manner.

Section 13. Duration. This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

Section 14. Insolvency of Sponsor.

(a) Trustee shall cease disbursement of funds for payment of benefits to Participants and their beneficiaries if the Sponsor is Insolvent. Sponsor shall be considered "Insolvent" for purposes of this Trust Agreement if (i) Sponsor is unable to pay its debts as they become due, or (ii) Sponsor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) All times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of general creditors of the Sponsor under federal and state law as set forth below.

(i) The Board of Directors and the Chief Executive Officer of the Sponsor shall have the duty to inform Trustee in writing of Sponsor's Insolvency. If a person claiming to be a creditor of the Sponsor alleges in writing to Trustee that Sponsor has become Insolvent, Trustee shall determine whether Sponsor is Insolvent and, pending such determination, Trustee shall discontinue disbursements for payment of benefits to Plan Participants or their beneficiaries.

(ii) Unless Trustee has actual knowledge of Sponsor's Insolvency, or has received notice from Sponsor or a person claiming to be a creditor alleging that Sponsor is Insolvent, Trustee shall have no duty to inquire whether Sponsor is Insolvent. Trustee may in all events rely on such evidence concerning Sponsor's solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Sponsor's solvency.

(iii) If at any time Trustee has determined that Sponsor is Insolvent, Trustee shall discontinue disbursements for payments to Participants or their beneficiaries and shall hold the assets of the Trust for the benefit of Sponsor's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Participants or their beneficiaries to pursue their rights as general creditors of Sponsor with respect to benefits due under the Plan or otherwise.

(iv) Trustee shall resume disbursement for the payment of benefits to Participants or their beneficiaries in accordance with Section 4 of this Trust Agreement only after Trustee has determined that Sponsor is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to (a) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their beneficiaries by Sponsor in lieu of the payments provided for hereunder during any such period of discontinuance.

(d) Any Sponsor Stock contributed to the Trust by the Sponsor to meet any obligation of an Affiliate or the Sponsor to Plan participants who are employed by an Affiliate will be subject to the terms of this Section 14 as if the term "Affiliate" is substituted for the term "Sponsor" wherever it appears in Section 14(a) through (c).

Section 15. Change in Control. For purposes of this Trust, Change in Control shall mean the happening of any of the following events:

(a) An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 ("Exchange Act")) (a "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 Sponsor (the "Outstanding Sponsor Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Sponsor entitled to vote generally in the election of directors (the "Outstanding Sponsor Voting Securities"); excluding, however, the following: (1) any acquisition directly from the Sponsor, 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 Sponsor, (2) any acquisition by the Sponsor, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Sponsor or any entity controlled by the Sponsor, or (4) any acquisition pursuant to a transaction which complies with Subsections (i), (ii) and (ii) of Subsection (c) of this Section 15;

(b) A change in the composition of the Board such that the individuals who, as of the effective date of this Agreement ("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 15, that any individual who becomes a member of the Board subsequent to the Effective Date, whose election, or nomination for election by the Sponsor'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 Sponsor, or acquisition by the Sponsor 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 Sponsor Common Stock and Outstanding Sponsor 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 Sponsor or all or substantially all of the Sponsor'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 Sponsor Common Stock and Outstanding Sponsor Voting Securities, as the case may be, (ii) no Person (other than the Sponsor, any

employee benefit plan (or related trust) of the Sponsor 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 Sponsor of a complete liquidation or dissolution of the Sponsor.

In addition, a Change in Control will be deemed to occur upon a change in control of FMC Corporation, as determined under the change in control provisions of FMC Corporation's executive severance plan, if at the time of its change in control, FMC Corporation owns more than fifty percent (50%) of the Outstanding Sponsor Common Stock. Notwithstanding the foregoing, neither the initial registered public offering by the Sponsor of shares of common stock of the Sponsor, nor FMC Corporation's distribution of its interest in the Sponsor will be treated as a Change in Control of the Sponsor.

Section 16. Amendment or Termination.

(a) Amendment. This Agreement may be amended by a written instrument executed by the Trustee and the Sponsor. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable after it has become irrevocable in accordance with Section 2(b) hereof. Following a Change in Control, any amendment of the Trust requires the approval of the Administrator.

(b) Termination. The Trust shall not terminate until the date on which Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan unless sooner revoked in accordance with Section 2(b) hereof. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Sponsor.

Section 17. Electronic Services.

(a) The Trustee may provide communications and services ("Electronic Services") and/or software products ("Electronic Products") via electronic media, including, but not limited to Fidelity Plan Sponsor WebStation. The Sponsor and its agents agree to use such Electronic Services and Electronic Products only in the course of reasonable administration of or participation in the Plan and to keep confidential and not publish, copy, broadcast, retransmit, reproduce, commercially exploit or otherwise

redisseminate the Electronic Products or Electronic Services or any portion thereof without the Trustee's written consent, except, in cases where Trustee has specifically notified the Sponsor that the Electronic Products or Services are suitable for delivery to Sponsor's plan Participants, for non-commercial personal use by Participants or beneficiaries with respect to their participation in the Plan or for their other retirement planning purposes.

(b) The Sponsor shall be responsible for installing and maintaining all Electronic Products, (including any programming required to accomplish the installation) and for displaying any and all content associated with Electronic Services on its computer network and/or Intranet so that such content will appear exactly as it appears when delivered to Sponsor. All Electronic Products and Services shall be clearly identified as originating from the Trustee or its affiliate. The Sponsor shall promptly remove Electronic Products or Services from its computer network and/or Intranet, or replace the Electronic Products or Services with updated products or services provided by the Trustee, upon written notification (including written notification via facsimile) by the Trustee.

(c) All Electronic Products shall be provided to the Sponsor without any express or implied legal warranties or acceptance of legal liability by the Trustee, and all Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. Except as otherwise stated in this Agreement, no rights are conveyed to any property, intellectual or tangible, associated with the contents of the Electronic Products or Services and related material. The Trustee hereby grants to the Sponsor a non-exclusive, non-transferable revocable right and license to use the Electronic Products and Services in accordance with the terms and conditions of this Agreement.

(d) To the extent that any Electronic Products or Services utilize Internet services to transport data or communications, the Trustee will take, and Sponsor agrees to follow, reasonable security precautions, however, the Trustee disclaims any liability for interception of any such data or communications. The Trustee reserves the right not to accept data or communications transmitted via electronic media by the Sponsor or a third party if it determines that the media does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications made by the Sponsor without direction from the Trustee to the Electronic Products or Services after delivering it to the Sponsor.

Section 18. General.

(a) Performance by Trustee, its Agents or Affiliates. The Sponsor acknowledges and authorizes that the services to be provided under this Agreement shall be provided by the Trustee, its agents or affiliates, or successor to any of them, and that such services shall conform to the terms of this Agreement.

(b) Entire Agreement. This Agreement together with the schedules attached hereto, and the letter between Fidelity and FMC Technologies, Inc. dated September 28, 2001, (which letter is incorporated by reference solely with respect to the calculation of the fees as detailed on Schedule B hereto), which are hereby incorporated by reference, contain all of the terms agreed upon between the parties with respect to the subject matter hereof. The use of capitalized terms in the schedules shall have the meaning as defined herein.

(c) Waiver. No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(d) Successors and Assigns. The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

(e) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Section Headings. The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

Section 19. Governing Law.

(a) Massachusetts Law Controls. This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a Massachusetts trust. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are superseded under section 514 of ERISA.

(b) Trust Agreement Controls. The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control with respect to the rights, duties and responsibilities of the Trustee, and in all other instances the Plan shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

FMC TECHNOLOGIES, INC.

Attest: /s/ Lori A. Lenard
Assistant General Counsel

By: /s/ Michael W. Murray
Vice President - Human Resources

FIDELITY MANAGEMENT TRUST COMPANY

Attest: /s/ Douglas O. Kent
Assistant Clerk

By: /s/ Carolyn Redden
Vice President

Schedule “A”

RECORDKEEPING AND ADMINISTRATIVE SERVICES

* The Trustee will provide only the recordkeeping and administrative services set forth on this Schedule “A” and no others.

Administration

* Establishment and maintenance of Participant account and election percentages.

* Maintenance of the following Plan investment options:

- Fidelity Puritan Fund
- Fidelity Magellan Fund
- Fidelity Capital & Income Fund
- Fidelity Blue Chip Growth Fund
- Fidelity Diversified International Fund
- Fidelity Freedom Income Fund
- Fidelity Freedom 2000 Fund
- Fidelity Freedom 2010 Fund
- Fidelity Freedom 2020 Fund
- Fidelity Freedom 2030 Fund
- Fidelity Freedom 2040 Fund
- Fidelity Retirement Government Money Market Portfolio
- Fidelity Spartan U.S. Equity Index Fund
- Fidelity U.S. Bond Index Fund
- PIMCO Total Return Fund (Institutional Shares)
- Sequoia Fund, Inc.
- Clipper Fund
- Mutual Qualified Fund (Class Z)
- MAS Mid-Cap Growth Fund (Institutional Class)
- FMC Corporation Stock Fund (defined herein as “FMC Stock Fund”) (frozen to contributions and exchanges in as soon as administratively feasible after Spin-Off Date)
- FMC Technologies, Inc. Stock Fund (defined herein as “FMC Technologies Stock Fund”)

* Maintenance of the following money classifications:

- Basic
- Supplemental
- Co Match-Deferred Comp.
- Basic pre-tax
- Supplemental pre-tax
- Company Match
- Supplemental Base Sal. (class year accounting)
- Supplemental Bonus (class year accounting)

Processing

* Processing of Mutual Fund trades and Sponsor Stock.

* Maintain and process changes to Participants’ prospective investment mix elections.

* Process exchanges between investment options on a daily basis.

* Provide monthly processing consolidated payroll contribution data via a consolidated magnetic tape.

* Provide monthly reconciliation and processing of Participant withdrawal requests as approved and directed by the Sponsor.

Other

* Prepare, reconcile and deliver a monthly Trial Balance Report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than thirty (30) days after the end of each month in the absence of unusual circumstances.

* Prepare, reconcile and deliver a Quarterly Administrative Report presenting both on a Participant and a total plan basis all money classes, investment positions and a summary of all activity of the Participant and plan as of the last business day of the quarter. The report will be delivered not later than thirty (30) days after the end of each quarter in the absence of unusual circumstances.

* Provide such other reports as mutually agreed upon by the parties.

* Provide Participants with the opportunity to generate electronic statements via NetBenefits for activity during the requested time period. Upon Participant request, Fidelity will provide paper statements via first class mail.

* Provide monthly trial balance.

* Prepare and mail to the Participant, a confirmation of the transactions exchanges and changes to investment mix elections within five (5) business days of the Participants instructions.

* Provide access to Plan Sponsor Webstation (PSW). PSW is a graphical, Windows-based application that provides current Plan and Participant-level information, including indicative data, account balances, activity and history.

* Provide Mutual Fund tax reporting (Forms 1099 Div. and 1099-B) to the Sponsor.

* Provide federal and state tax reporting and withholding on benefit payments made to Participants and beneficiaries in accordance with Section 4 of this Agreement.

Communication Services.

* Provide employee communications describing available investment options, including multimedia informational materials and group presentations.

* Fidelity PortfolioPlanner (SM), an internet-based educational service for Participants that generates target asset allocations and model portfolios customized to investment options in the Plan(s) based upon methodology provided by Strategic Advisers, Inc., an affiliate of the Trustee. The Sponsor acknowledges that it has received the ADV Part II for Strategic Advisers, Inc. more than 48 hours prior to executing the Trust.

Schedule “B”

Fees

Annual Participant Fee:	$25.00 per participant billed and paid by the Sponsor to Trustee quarterly. This fee will be imposed pro rata for each calendar quarter or any part thereof, that it remains necessary to keep a participant’s account(s) as part of the Plan’s records, e.g. vested, deferred, forfeiture and terminated Participants who must remain on file through calendar year-end for reporting purposes.
Plan Sponsor Webstation (PSW)	Three User IDs provided free of charge. Additional IDs available upon request.
Non-Fidelity Mutual Funds	Clipper Fund: .25% service fee* Sequoia Fund: 0% service fee** MAS Mid Cap Growth Fund (Administrative Class): .35% service fee PIMCO Total Return Fund (Administrative Class): .25% service fee Mutual Qualified (Z Class): 0% service fee All such fees shall be paid directly to Trustee by each Non- Fidelity Mutual Fund vendor. *To the extent Clipper has not agreed to this fee schedule, any resulting loss in service fees to Trustee shall be made up by a corresponding increase in the Trustee’s fees. **To the extent Sequoia agrees to a fee schedule, any resulting increase in service fees to Trustee shall be offset by a corresponding reduction in the Trustee’s fees.
Stock Administration Fee	To the extent that assets are invested in the FMC Technologies Stock Fund and/or the FMC Stock Fund, .10% of such assets in the Trust payable by the Sponsor to the Trustee pro rata quarterly on the basis of such assets as of the calendar quarter’s last valuation date, but no less than $10,000 and no greater than $20,000 for both funds.
Other Fees	Separate charges for extraordinary expenses resulting from large numbers of simultaneous manual transactions; from errors not caused by Fidelity; reports not contemplated in this Agreement and extraordinary expenses resulting from Sponsor’s corporate actions. The Administrator may provide the Trustee with written direction to deduct administrative fees from the Trust. All Communications will be fee for service, other than Stages and postage for literature fulfillment and quarterly statements.

Schedule "C"

AUTHORIZED SIGNERS (ADMINISTRATOR)

[FMC Technologies, Inc. Letterhead]

September 28, 2001

Ms. Roberta Coen
Fidelity Investments Institutional Operations Company 82 Devonshire Street, MM3H
Boston, Massachusetts 02109

FMC Technologies, Inc. Nonqualified Savings and Investment Plan

Dear Ms. Coen:

This letter is sent to you in accordance with Section 8(b) of the Trust Agreement, dated as of September 28, 2001, between FMC Technologies, Inc. and Fidelity Management Trust Company. We hereby designate David J. Kostelansky, Stephanie K. Kushner, and Michael W. Murray, as the individuals who may provide directions upon which Fidelity Management Trust Company shall be fully protected in relying. Only one such individual need provide any direction. The signature of each designated individual is set forth below and certified to be such.

You may rely upon each designation and certification set forth in this letter until we deliver to you written notice of the termination of authority of a designated individual.

Very truly yours,

/s/ Michael W. Murray
By: Michael W. Murray
Secretary, Compensation and
Organization Committee of the Board of Directors

/s/ David J. Kostelansky
David J. Kostelansky

/s/ Stephanie K. Kushner
Stephanie K. Kushner

/s/ Michael W. Murray
Michael W. Murray

Schedule "D"

OPERATIONAL GUIDELINES FOR NON-FIDELITY MUTUAL FUNDS

Pricing

By 7:00 p.m. Eastern Time ("ET) each Business Day, the Non-Fidelity Mutual Fund Vendor (Fund Vendor) will input the following information ("Price Information") into the Fidelity Participant Recordkeeping System ("FPRS") via the remote access price screen that FIIOC, an affiliate of the Trustee, has provided to the Fund Vendor: (1) the net asset value for each Fund at the Close of Trading, (2) the change in each Fund's net asset value from the Close of Trading on the prior Business Day, and (3) in the case of an income fund or funds, the daily accrual for interest rate factor ("mil rate"). FIIOC must receive Price Information each Business Day (a "Business Day" is any day the New York Stock Exchange is open). If on any Business Day the Fund Vendor does not provide such Price Information to FIIOC, FIIOC shall pend all associated transaction activity in the FPRS until the relevant Price Information is made available by Fund Vendor.

Trade Activity and Wire Transfers

By 7:00 a.m. ET each Business Day following Trade Date ("Trade Date Plus One"),

FIIOC will provide, via facsimile, to the Fund Vendor a consolidated report of net purchase or net redemption activity that occurred in each of the Funds up to 4:00 p.m. ET on the prior Business Day. The report will reflect the dollar amount of assets and shares to be invested or withdrawn for each Fund. FIIOC will transmit this report to the Fund Vendor each Business Day, regardless of processing activity. In the event that data contained in the 7:00 a.m. ET facsimile transmission represents estimated trade activity, FIIOC shall provide a final facsimile to the Fund Vendor by no later than 9:00 a.m. ET. Any resulting adjustments shall be processed by the Fund Vendor at the net asset value for the prior Business Day.

The Fund Vendor shall send via regular mail to FIIOC transaction confirms for all daily activity in each of the Funds. The Fund Vendor shall also send via regular mail to FIIOC, but no later than the fifth Business Day following calendar month close, a monthly statement for each Fund. FIIOC agrees to notify the Fund Vendor of any balance discrepancies within twenty (20) Business Days of receipt of the monthly statement.

For purposes of wire transfers, FIIOC shall transmit a daily wire for aggregate purchase activity and the Fund Vendor shall transmit a daily wire for aggregate redemption activity, in each case including all activity across all Funds occurring on the same day.

Prospectus Delivery

FIIOC shall be responsible for the timely delivery of Fund prospectuses and periodic Fund reports to Plan Participants, and shall retain the services of a third-party vendor to handle such mailings. The Fund Vendor shall be responsible for all materials and production costs, and hereby agrees to provide Fund prospectuses and periodic Fund reports to the third-party vendor selected by FIIOC. The Fund Vendor shall bear the costs of mailing annual Fund reports to Plan Participants. FIIOC shall bear the costs of mailing prospectuses to Plan Participants.

Proxies

The Fund Vendor shall be responsible for all costs associated with the production of proxy materials. FIIOC shall retain the services of a third-party vendor to handle proxy solicitation mailings and vote tabulation. Expenses associated with such services shall be billed directly the Fund Vendor by the third-party vendor.

Participant Communications

The Fund Vendor shall provide internally prepared fund descriptive information approved by the Funds’ legal counsel for use by FIIOC in its written Participant communication materials. FIIOC shall utilize historical performance data obtained from third-party vendors (currently Morningstar, Inc., FACTSET Research Systems and Lipper Analytical Services) in telephone conversations with Plan Participants and in quarterly Participant statements. The Sponsor hereby consents to FIIOC’s use of such materials and acknowledges that FIIOC is not responsible for the accuracy of third-party information. FIIOC shall seek the approval of the Fund Vendor prior to retaining any other third-party vendor to render such data or materials under this Agreement.

Compensation

FIIOC shall be entitled to fees as set forth in a separate agreement with the Fund Vendor.

Indemnification

The Fund Vendor shall be responsible for compensating Participants and/or FIIOC in the event that losses occur as a result of (1) the Fund Vendor’s failure to provide FIIOC with Price Information or (2) providing FIIOC with incorrect Price Information.

Schedule “E”

EXCHANGE GUIDELINES

The following exchange procedures are currently employed by FIIOC.

Exchange hours, via a Fidelity Participant service representative, are 8:30 a.m. (ET) to 12:00 midnight (ET) on each Business Day.

Exchanges via the Internet may be made virtually 24 hours a day.

Exchanges via VRS may be made virtually 24 hours a day.

FIIOC reserves the right to change these Exchange Guidelines at its discretion.

Note: The NYSE’s normal closing time is 4:00 p.m. (ET); in the event the NYSE alters its closing time, all references below to 4:00 p.m. (ET) shall mean the NYSE closing time as altered.

Mutual Funds

Exchanges Between Mutual Funds

Participants may call on any business day to exchange between the Mutual Funds. If the request is confirmed before 4:00 p.m. (ET), it will receive that day’s trade date. Requests confirmed after 4:00 p.m. (ET) will be processed on a next business day basis.

FMC Stock Fund

In accordance with Schedule “F”, the following rules will govern exchanges:

I. Exchanges From Mutual Funds to FMC Stock Fund

Prior to the Spin-Off Date, Participants may contact Fidelity on any day to exchange from Mutual Funds into the FMC Stock Fund. If the request is confirmed before the close of the market (generally 4:00 p.m. ET) on a Business Day, it will receive that day’s trade date. Requests confirmed after the close of the market on a business day (or on any day other than a business day) will be processed on a next Business Day Basis. From and after the Spin-Off Date, exchanges into the FMC Stock Fund are prohibited.

II. Exchanges From FMC Stock Fund to Mutual Funds

Participants may contact Fidelity on any day to exchange from the FMC Stock Fund into a Mutual Fund. If Fidelity receives the request before the close of the market (generally 4:00 p.m. ET) on any Business Day and Available Liquidity is sufficient to honor the trade after Specified Hierarchy rules are applied, it will receive that day’s trade date. Requests received by Fidelity

after the close of the market on any Business Day (or on any day other than a Business Day) will be processed on a next Business Day basis, subject to Available Liquidity for such day after application of Specified Hierarchy rules. If Available Liquidity on any day is insufficient to honor the trade after application of Specified Hierarchy rules, it will be suspended until Available Liquidity is sufficient, after application of Specified Hierarchy rules, to honor such trade, and it will receive the trade date and Closing Price of the date on which it was processed.

FMC Technologies, Inc. Stock Fund

In accordance with Schedule “G”, the following rules will govern exchanges:

I. Exchanges From Mutual Funds to FMC Technologies Stock Fund

Participants may contact Fidelity on any day to exchange from Mutual Funds, or the stable value fund into the FMC Technologies Stock Fund. If the request is confirmed before the close of the market (generally 4:00 p.m. ET) on a Business Day, it will receive that day’s trade date. Requests confirmed after the close of the market on a business day (or on any day other than a business day) will be processed on a next Business Day Basis.

II. Exchanges From FMC Technologies Stock Fund to Mutual Funds

Participants may contact Fidelity on any day to exchange from the FMC Technologies into a Mutual Fund. If Fidelity receives the request before the close of the market (generally 4:00 p.m. ET) on any Business Day and Available Liquidity is sufficient to honor the trade after Specified Hierarchy rules are applied, it will receive that day’s trade date. Requests received by Fidelity after the close of the market on any Business Day (or on any day other than a Business Day) will be processed on a next Business Day basis, subject to Available Liquidity for such day after application of Specified Hierarchy rules. If Available Liquidity on any day is insufficient to honor the trade after application of Specified Hierarchy rules, it will be suspended until Available Liquidity is sufficient, after application of Specified Hierarchy rules, to honor such trade, and it will receive the trade date and Closing Price of the date on which it was processed.

Schedule “F”

SPECIFIED HEIRARCHY - AVAILABLE LIQUIDITY PROCEDURES FOR FMC STOCK FUND

The following procedures shall govern sales of units of the FMC Stock Fund requested for a day on which Available Liquidity is insufficient:

1. Withdrawals and distributions will be aggregated and placed first in the hierarchy. If Available Liquidity is sufficient for the aggregate of such transactions, all such withdrawals and distributions will be honored. If Available Liquidity is not sufficient for the aggregate of such transactions, then such transactions will be suspended, and no transactions requiring a sale of FMC Stock Fund units shall be honored for that day.

2. If Available Liquidity has not been exhausted by the aggregate of withdrawals and distributions, then all remaining transactions involving a sale of units in the FMC Stock Fund (exchanges out) shall be grouped on the basis of when such requests were received, in accordance with standard procedures maintained by the Trustee for such grouping as they may be amended from time to time. To the extent of Available Liquidity, groups of exchanges out of the FMC Stock Fund shall be honored, by group, on a “first in, first out” basis. If Available Liquidity is insufficient to honor all exchanges out within a group, then none of the exchanges out in such group shall be honored, and no exchanges out in a later group shall be honored.

3. Transactions not honored on a particular day due to insufficient Available Liquidity shall be honored, using the hierarchy specified above, on the next business day on which there is Available Liquidity.

Schedule “G”

SPECIFIED HEIRARCHY - AVAILABLE LIQUIDITY PROCEDURES FOR FMC TECHNOLOGIES STOCK FUND

The following procedures shall govern sales of units of the FMC Technologies Stock Fund requested for a day on which Available Liquidity is insufficient:

1. Withdrawals and distributions will be aggregated and placed first in the hierarchy. If Available Liquidity is sufficient for the aggregate of such transactions, all such withdrawals and distributions will be honored. If Available Liquidity is not sufficient for the aggregate of such transactions, then such transactions will be suspended, and no transactions requiring a sale of FMC Technologies Stock Fund units shall be honored for that day.

2. If Available Liquidity has not been exhausted by the aggregate of withdrawals and distributions, then all remaining transactions involving a sale of units in the FMC Technologies Stock Fund (exchanges out) shall be grouped on the basis of when such requests were received, in accordance with standard procedures maintained by the Trustee for such grouping as they may be amended from time to time. To the extent of Available Liquidity, groups of exchanges out of the FMC Technologies Stock Fund shall be honored, by group, on a “first in, first out” basis. If Available Liquidity is insufficient to honor all exchanges out within a group, then none of the exchanges out in such group shall be honored, and no exchanges out in a later group shall be honored.

3. Transactions not honored on a particular day due to insufficient Available Liquidity shall be honored, using the hierarchy specified above, on the next business day on which there is Available Liquidity.

Schedule “H”

INVESTMENT DIRECTION

[FMC Technologies, Inc. Letterhead]

John M. Kimpel, Esq.
Vice President and Pension Counsel
Fidelity Investments
82 Devonshire Street, F7A
Boston, MA 02109

Re: Investment Instructions for FMC Technologies, Inc. Nonqualified Savings and Investment Plan

Dear Mr. Kimpel:

The Participants under the FMC Technologies, Inc. Nonqualified Savings And Investment Plan (“Plan”) have the right to direct the investment of their Plan account in hypothetical investment options, which are currently based on the FMC Corporation Stock Fund, the FMC Technologies Stock Fund, a number of registered investment companies advised by Fidelity Management & Research Company (“Fidelity Mutual Funds”) and certain investment companies not advised by Fidelity Management & Research Company (“Non-Fidelity Mutual Funds”). Fidelity Management Trust Company has agreed pursuant to a Trust Agreement with FMC Technologies, Inc. dated September 28, 2001, to receive such Participant directions.

The Sponsor hereby directs the Trustee to invest funds contributed to the rabbi trust in a manner which corresponds directly to elections made by Participants under the Plan.

This procedure will remain in effect until a revised instruction letter is provided by the Sponsor and accepted by the Trustee.

Sincerely,

/s/ Michael W. Murray
Secretary, Compensation and
Organization Committee of the Board of
Directors

Exhibit 11 Statement re:
Computation of Pro Forma Diluted Earnings Per Share (Unaudited)
(In thousands, except per share data)

	Three Months Ended September 30, 2001	Nine Months Ended September 30, 2001
Earnings:		
Net income	$ 11,442	$ 13,354
Shares:		
Weighted average number of shares of common stock outstanding	65,000	65,000
Weighted average additional shares assuming conversion of stock options	1,202	835
Shares - diluted basis	66,202	65,835
Pro forma diluted earnings per share	$ 0.17	$ 0.20

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

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

Exhibit 15 Letter re: Unaudited Interim Financial Information

FMC Technologies, Inc.
Chicago, Illinois

Ladies and Gentlemen:

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

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

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

Very truly yours,

/s/ KPMG LLP

Chicago, Illinois
November 14, 2001

Exhibit 10.10

COMMERCIAL PAPER DEALER AGREEMENT

4(2) PROGRAM

between

FMC Technologies, Inc., as Issuer

and

Banc of America Securities LLC, as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agent Agreement dated as of January 24, 2003 between the Issuer and Bank One, National Association, as Issuing and Paying Agent

Dated As of

January 24, 2003

COMMERCIAL PAPER DEALER AGREEMENT

4(2) Program

This agreement ("Agreement") sets forth the understandings between the Issuer and the Dealer in connection with the issuance and sale by the Issuer of its short-term promissory notes through the Dealer (the "Notes").

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

Section 1. Offers, Sales and Resales of Notes

1.1 While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2 So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with the Issuer one or more agreements which contain provisions substantially identical to Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement contemporaneously herewith. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3 The Notes shall be in a minimum denomination or minimum amount, whichever is applicable, of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, shall have a maturity not exceeding 365 days from the date of issuance (exclusive of days of grace) and shall not contain any provision for extension, renewal or automatic "rollover."

1.4 The authentication, delivery and payment of the Notes shall be effected in accordance with the Issuing and Paying Agent Agreement and the Notes shall be represented by book-entry Notes registered in the name of DTC or its nominee in the form or forms annexed to the Issuing and Paying Agent Agreement.

1.5 If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agent Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to

the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer upon notice of such failure. If such failure occurred for any reason other than default by the Dealer, the Issuer shall reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

1.6 The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes by or through the Dealer shall be made only to investors reasonably believed by the Dealer to be: (i) Institutional Accredited Investors or Sophisticated Individual Accredited Investors, (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is an Institutional Accredited Investor or Sophisticated Individual Accredited Investor, and (iii) Qualified Institutional Buyers.

(b) Resales and other transfers of the Notes by or through the Dealer or by other holders thereof shall be made only in accordance with the restrictions in the legends described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of Dealer, the Issuer shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder.

(f) The Dealer shall furnish or shall have furnished to each purchaser of Notes for which it has acted as the Dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive information from, the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees, for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it may issue commercial paper in the United States market in reliance upon, and in compliance with, the exemption provided by Section 3(a)(3) of the Securities Act. In that connection, the Issuer agrees that (a) the proceeds from the sale of the Notes will be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer will institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer pursuant to the Section 3(a)(3) exemption are not integrated with offerings and sales of Notes hereunder; and (c) the Issuer will comply with each of the requirements of Section 3(a)(3) of the Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

1.7 The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer), to, or solicited offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.2 hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer and the other dealers referred to in Section 1.2 hereof (except to the extent any of the foregoing would not cause the offer and sale of the Notes by the Issuer to be integrated with other offers and sales so as to no longer come within the exemption provided by Section 4(2) of the Securities Act), it being understood that such agreement is made with a view to bringing the offer and sale of the Notes within the exemption provided by Section 4(2) of the Securities Act and shall survive any termination of this Agreement. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties, under circumstances that would cause the offering and sale of the Notes by the Issuer to fail to be exempt under Section 4(2) of the Securities Act.

(b) The Issuer represents and agrees that the proceeds of the sale of the Notes are not currently contemplated to be used for the purpose of buying, carrying or trading securities within the meaning of Regulation T and the interpretations thereunder by the Board of Governors of the Federal Reserve System. In the event that the Issuer determines to use such proceeds for the purpose of buying, carrying or trading securities, whether in connection with an acquisition of another company or otherwise, the Issuer shall give the Dealer at least five business days' prior written notice to that effect. The Issuer shall also give the Dealer prompt notice of the actual date that it commences purchasing securities with the proceeds of the Notes. Thereafter, in the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes only to offerees it reasonably believes to be Qualified Institutional Buyers or to Qualified Institutional Buyers it reasonably believes are acting for other Qualified Institutional Buyers, in each case in accordance with Rule 144A.

Section 2. Representations and Warranties of Issuer

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agent Agreement.

2.2 This Agreement and the Issuing and Paying Agent Agreement have been duly authorized, executed and delivered by the Issuer and constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contribution imposed by applicable law.

2.3 The Notes have been duly authorized, and when issued and delivered as provided in the Issuing and Paying Agent Agreement, will be duly and validly issued and delivered and will constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contribution imposed by applicable law.

2.4 Assuming compliance by the Dealer with the procedures applicable to it set forth in Section 1.6 hereof, the offer and sale of Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 Assuming compliance by the Dealer with the procedures applicable to it set forth in Section 1.6 hereof, no consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of this Agreement, the Notes or the Issuing and Paying Agent Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agent Agreement, nor the issuance and delivery of the Notes in accordance with the Issuing and Paying Agent Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or an event of default under any of the terms of the Issuer's charter documents or by-laws, any material contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or event of default could reasonably be expected to have a material adverse effect on the condition (financial or otherwise) or operations of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agent Agreement.

2.8 There is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which could reasonably be expected to result in a material adverse change in the condition (financial or otherwise) or operations of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agent Agreement.

2.9 The Issuer is not an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

2.10 The Private Placement Memorandum delivered to investors in connection with any sale of Notes will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Issuer makes no representation or warranty as to the Dealer Information.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth above in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contribution imposed by applicable law and (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise) or operations of the Issuer and its subsidiaries taken as a whole which has not been disclosed to the Dealer in writing.

Section 3. Covenants and Agreements of Issuer

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of, or waiver with respect to, the Notes or the Issuing and Paying Agent Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall, whenever there shall occur any event that could reasonably be expected to have a material adverse effect on the condition (financial or otherwise) or operations of the Issuer and its subsidiaries taken as a whole or the ability of the Issuer to perform its obligations under this Agreement or the Notes, notify the Dealer (by telephone, confirmed in writing) of such event prior to subsequent issuances of Notes hereunder. The Issuer shall, whenever it receives notice of any downgrading or intended downgrading or any review for potential change in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of the Notes, promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of such occurrence.

3.3 The Issuer shall from time to time upon request of the Dealer furnish to the Dealer copies of all materials provided by the Issuer to any national securities exchange regarding (i) the Issuer's operations and financial condition, and (ii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, satisfactory in form and substance to the Dealer, (b) a copy of the executed Issuing and Paying Agent Agreement as then in effect, (c) a copy of resolutions

adopted by the Board of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agent Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and (e) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.6 The Issuer shall reimburse the Dealer for all of the Dealer's reasonable out-of-pocket expenses related to this Agreement up to $10,000, including expenses incurred in connection with its preparation and negotiation, and the transactions contemplated hereby (including, but not limited to, the printing and distribution of the Private Placement Memorandum), and, if applicable, for the reasonable fees and out-of-pocket expenses of the Dealer's counsel.

Section 4. Disclosure

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees to promptly furnish the Dealer the Company Information as it becomes publicly available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting the Issuer that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to supplement or amend the Private Placement Memorandum so that such Private Placement Memorandum, as amended or supplemented, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such time as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

Section 5. Indemnification and Contribution

5.1 The Issuer will indemnify and hold harmless the Dealer and each individual, corporation, partnership, trust, association or other entity controlling the Dealer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum included (as of any relevant time of an offer and sale of the Notes by the Issuer) or includes an untrue statement of a material fact or omitted (as of any relevant time of an offer and sale of the Notes by the Issuer) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or

(ii) arising out of or based upon the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement; provided, however, the obligations of the Issuer under this Section 5 shall not inure to the benefit of any Indemnitee on account of any losses, claims, damages or liabilities from the sale of any Notes by the Dealer to any investor if a copy of the Private Placement Memorandum (as amended or supplemented, if prior to distribution of the Private Placement Memorandum by the Dealer to such investor the Issuer shall have made any amendments or supplements which have been furnished to the Dealer) shall not have been sent or given by or on behalf of the Dealer to such investor at or prior to the written confirmation of the sale of the Notes to such investor and such statement or omission is cured in the Private Placement Memorandum; and provided further, however, that the obligations of the Issuer under this Section 5 shall not extend to any liability of any Indemnitee arising out of (i) any untrue statement or alleged untrue statement of a material fact contained in the Private Placement Memorandum, or the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case, to the extent such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon Dealer Information with respect to Claims arising from clause (i) of the preceding sentence, or (ii) the Dealer's willful misconduct or gross negligence in the performance of its obligations under this Agreement with respect to Claims arising from clause (ii) of the preceding sentence.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth on Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in clause (i) of Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 6. Definitions

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent incorporated by reference therein, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's other publicly available recent reports, including, but not limited to, any publicly available filings or reports provided to its stockholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer" shall mean Banc of America Securities LLC.

6.4 "Dealer Information" shall mean material concerning the Dealer and provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.5 "DTC" shall mean The Depository Trust Company.

6.6 “Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.

6.7 “Indemnitee” shall have the meaning set forth in Section 5.1.

6.8 “Institutional Accredited Investor” shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.9 “Issuing and Paying Agent Agreement” shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.10 “Issuing and Paying Agent” shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agent Agreement.

6.11 “Non-bank fiduciary or agent” shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.12 “Private Placement Memorandum” shall mean offering materials prepared in accordance with Section 4 (including the Company Information and all other materials referred to therein or incorporated by reference therein) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.13 “Qualified Institutional Buyer” shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.14 “Rule 144A” shall mean Rule 144A under the Securities Act.

6.15 “SEC” shall mean the U.S. Securities and Exchange Commission.

6.16 “Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

6.17 “Sophisticated Individual Accredited Investor” shall mean an individual who (a) is an accredited investor within the meaning set forth in Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having a net worth of at least $5 million.

Section 7. General

7.1 Unless otherwise expressly provided herein, all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer, upon ten business days' prior notice to such effect to the Dealer, or by the Dealer upon ten business days' prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.6 and 5 hereof or any liability arising from a breach of the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any wholly-owned direct or indirect subsidiary of the Dealer or of its ultimate parent. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective permitted assigns.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7.7 This Agreement constitutes the entire agreement between the parties hereto and supercedes any prior understandings, agreements or representations by or between the parties hereto, written or oral, to the extent they relate to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FMC Technologies, Inc., as Issuer

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

By: /s/ Brian D. Yates
Name: Brian D. Yates
Title: Manager, Corporate Finance

Banc of America Securities LLC, as Dealer

By: /s/ Paul Kline
Name: Paul Kline
Title: Principal

ADDENDUM

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are Merrill Lynch Money Markets Inc. and Merrill Lynch, Pierce, Fenner and Smith Incorporated.

2. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer:

Address:	200 East Randolph Drive Chicago, IL 60601
Attention:	Joseph J. Meyer
Telephone number:	(312) 861-6146
Fax number:	(312) 861-5797

For the Dealer:

Address:	600 Montgomery Street Mail Code CA5-801-12-47 San Francisco, California 94111
Attention:	Money Market Origination
Telephone number:	(415) 913-3689
Fax number:	(415) 913-6288

EXHIBIT A

FORM OF LEGEND FOR
PRIVATE PLACEMENT MEMORANDUM AND NOTES

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW, AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL BE DEEMED TO REPRESENT THAT IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, THAT IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND THAT IT IS EITHER (A) AN INSTITUTIONAL INVESTOR OR HIGHLY SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) UNDER THE ACT AND WHO, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS A NET WORTH OF AT LEAST $5 MILLION (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND THAT EITHER IS PURCHASING NOTES FOR HIS, HER OR ITS OWN ACCOUNT, IS A U.S. BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR IS A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR (i) WHO POSSESSES SUCH KNOWLEDGE AND EXPERIENCE OR (ii) WITH RESPECT TO WHICH SUCH PURCHASER HAS SOLE INVESTMENT DISCRETION; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT WHICH IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS, EACH OF WHICH IS A QIB AND WITH RESPECT TO EACH OF WHICH THE PURCHASER HAS SOLE INVESTMENT DISCRETION; AND THE PURCHASER ACKNOWLEDGES THAT HE, SHE OR IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUER OR TO BANC OF AMERICA SECURITIES LLC OR ANOTHER PERSON DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB BY A PLACEMENT AGENT, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN A MINIMUM AMOUNT OF $250,000.

EXHIBIT B

FURTHER PROVISIONS RELATING TO INDEMNIFICATION

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought under Section 5.1 of the Agreement (whether or not it is a party to any such proceedings).

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim arising under Section 5.1 of the Agreement, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission so to notify the Issuer will not relieve it from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and the Issuer is materially prejudiced thereby, and (ii) the omission so to notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the Indemnitee, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the Issuer's election so to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, which consent shall not be unreasonably withheld, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under Section 5.1 of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim), unless such settlement, compromise or consent includes an unconditional release of each Indemnitee from all liability arising out of such Claim. The Dealer agrees that without the Issuer's prior written consent, which consent shall not be unreasonably withheld, it shall not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under Section 5.1 of the Agreement (whether or not the Issuer is an actual or potential party to such Claim).

Exhibit 10.11

COMMERCIAL PAPER DEALER AGREEMENT
4(2) PROGRAM

between

FMC Technologies, Inc., as Issuer

and

Wells Fargo Brokerage Services, LLC, as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agency Agreement dated as of January 3, 2004 between the Issuer and Wells Fargo Bank, National Association, as Issuing and Paying Agent

Dated As of

December 21,2007

COMMERCIAL PAPER DEALER AGREEMENT
4(2) Program

This agreement ("Agreement") sets forth the understandings between the Issuer and the Dealer in connection with the issuance and sale by the Issuer of its short-terra promissory notes through the Dealer (the "Notes").

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made rally a part hereof.

Section 1. Offers, Sales and Resales of Notes

1.1 While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2 So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with the Issuer one or more agreements which contain provisions substantially identical to Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement contemporaneously herewith. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3 The Notes shall be in a minimum denomination or minimum amount, whichever is applicable, of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, shall have a maturity not exceeding 364 days from the date of issuance (exclusive of days of grace) and shall not contain any provision for extension, renewal or automatic "rollover."

1.4 The authentication, delivery and payment of the Notes shall be effected in accordance with the Issuing and Paying Agency Agreement and the Notes shall be either individual bearer physical certificates or represented by book-entry Notes evidenced by a Master Note registered in the name of DTC or its nominee in the form or forms annexed to the Issuing and Paying Agency Agreement[1].

[1] If the form or forms of Notes are not annexed to the Issuing and Paying Agency Agreement they should be annexed to this Agreement or delivered to the Dealer, with appropriate certification by the Secretary of the issuer, pursuant to Section 3.7 of the Agreement.

1.5 If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer against its return of the Note to the Issuer, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note. If such failure occurred for any reason other than default by the Dealer, the Issuer shall reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

1.6 All offers and sales of the Notes by the Issuer shall be effected pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) thereof, which exempts transactions by an issuer not involving any public offering. The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes shall be made only to investors reasonably believed by the Dealer to be: (i) Institutional Accredited Investors or Sophisticated Individual Accredited Investors, (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is an Institutional Accredited Investor or Sophisticated Individual Accredited Investor, and (iii) Qualified Institutional Buyers.

(b) Resales and other transfers of the Notes by the holders thereof shall be made only in accordance with the restrictions in the legends described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of Dealer, the Issuer shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be made in accordance with Rule 506 under the Securities Act, and shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder, as well as on each Note and each Master Note evidencing book-entry Notes offered and sold pursuant to this Agreement.

(f) Dealer shall furnish or shall have furnished to each purchaser of Notes being sold to an ultimate purchaser for the first time a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive information from, the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees, for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it may issue commercial paper in the United States market in reliance upon, and in compliance with, the exemption provided by Section 3(a)(3) of the Securities Act. In that connection, the Issuer agrees that (a) the proceeds from the sale of the Notes will be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer will institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer pursuant to the Section 3(a)(3) exemption are not integrated with offerings and sales of Notes hereunder; and (c) the Issuer will comply with each of the requirements of Section 3(a)(3) of the Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

1.7 The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) The Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer), to, or solicited offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that, (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.*2* hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the dealers referred to in Section 1.2 hereof, it being understood that such agreement is made with a view to bringing the offer and sale of the Notes within the exemption provided by Section 4(2) of the Securities Act and Rule 506 thereunder and shall survive any termination of this Agreement. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties under circumstances that would cause the offering and sale of the Notes by the Issuer to fail to be exempt under Section 4(2) of the Securities Act.

(b) The Issuer represents and agrees that the proceeds of the sale of the Notes are not currently contemplated to be used for the purpose of buying, carrying or trading securities within the meaning of Regulation T and the interpretations thereunder by the Board of Governors of the Federal Reserve System. In the event that the Issuer determines to use such proceeds for the purpose of buying, carrying or trading securities, whether in connection with an acquisition of another company or otherwise, the Issuer shall give the Dealer at least five business days' prior written notice to that effect. The Issuer shall also give the Dealer prompt notice of the actual date that it commences to purchase securities with the proceeds of the Notes. Thereafter, in the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such

purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes only to offerees it reasonably believes to be QIBs or to QIBs it reasonably believes are acting for other QIBs, in each case in accordance with Rule 144A.

Section 2. Representations and Warranties of Issuer

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agency Agreement.

2.2 This Agreement and the Issuing and Paying Agency Agreement have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.3 The Notes have been duly authorized, and when issued and delivered as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.4 Assuming compliance by the Dealer with the procedures applicable to it, set forth in Section 1.6 hereof, the offer and sale of Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 Assuming compliance by the Dealer with the procedures applicable to it, set forth in Section 1.6 hereof, no consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agency Agreement, nor the issuance and delivery of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or an event of default under any of the terms of the Issuer's charter documents or by-taws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any taw or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or event of default could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.8 Except as may be disclosed in the Company Information, there is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which might result in a material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.9 The Issuer is not an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

2.10 The Private Placement Memorandum (other than the Dealer Information) together with the Company Information will not contain any untrue statement of a material fact or omit to state a material fact required to be staled therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth above in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, which has not been disclosed in the Company Information.

Section 3. Covenants and Agreements of Issuer

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to modification of, or waiver with respect to, the Notes or the Issuing and Paying Agency Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of (i) any downgrading or receipt of any notice of intended or potential downgrading in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of the Notes; or (ii) any public announcement by such organization to the effect that it has under surveillance or review, with possible negative implications, its rating of any of the Issuer's securities.

3.3 The Issuer shall from time to time farnish to the Dealer such publicly available information as the Dealer may reasonably request, including, without limitation, any press releases or material provided by the Issuer to any national securities exchange or rating agency, regarding (i) the Issuer's operations and financial condition, (ii) the due authorization and execution of the Notes, and (iii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, satisfactory in form and substance to the Dealer, (b) a copy of the executed Issuing and Paying Agency Agreement as then in effect, (c) a copy of resolutions adopted by the Board of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement the Issuing and Paying Agency Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) prior to the issuance of any Notes represented by a book-entry note registered in the name of DTC or its nominee, a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and (e) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.6 The Issuer agrees to reimburse the Dealer for all of the Dealer's out-of-pocket expenses related to this Agreement up to $10,000, including expenses incurred in connection with its preparation and negotiation, and the transactions contemplated hereby (including, but not limited to, the printing and distribution of the Private Placement Memorandum), and, if applicable, for the reasonable fees and out-of-pocket expenses of the Dealer's counsel.

Section 4. Disclosure

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees promptly to furnish the Dealer the Company Information as it becomes available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting it that would cause the Private Placement Memorandum then in existence to include an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to either (i) supplement or amend the Private Placement Memorandum, so that such Private Placement Memorandum, as amended or supplemented, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer; or (ii) purchase such Notes from the Dealer at a price equal to the price at which such Notes were purchased from the Issuer by the Dealer.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum, in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such rime as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

Section 5. Indemnification and Contribution

5.1 The Issuer will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum or the Company Information included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that the Claim arises out of or is based upon Dealer Information.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth on Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer, on the one hand, and the Dealer, on the other hand; provided, however, that except to the extent the costs incurred by the Dealer relate to a Claim that arises from or is based upon Dealer Information, such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder.

Section 6. Definitions

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's and its affiliates' other publicly available recent reports, including, but not limited to, any publicly available filings or reports provided to their respective shareholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 (b) hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer Information" shall mean material concerning the Dealer and provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.4 "DTC" shall mean The Depository Trust Company.

6.5 "Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended.

6.6 "Indemnitee" shall have the meaning set forth in Section 5.1.

6.7 “Institutional Accredited Investor” shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.8 “Issuing and Paying Agency Agreement” shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.9 “Issuing and Paying Agent” shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agency Agreement.

6.10 “Non-bank fiduciary or agent” shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.11 “Private Placement Memorandum” shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.12 “Qualified Institutional Buyer” shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.13 “Rule 144A” shall mean Rule 144 A under the Securities Act.

6.14 “SEC” shall mean the U.S. Securities and Exchange Commission.

6.15 “Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

6.16 “Sophisticated Individual Accredited Investor” shall mean an individual who (a) is an accredited investor within the meaning of Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having a net worth of at least $5 million.

Section 7. General

7.1 Unless otherwise expressly provided herein, all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 Each of the Issuer and the Dealer agrees that any suit, action or proceeding brought by either of them against the other in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the United States federal courts located in the borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan, EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT. ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer upon one business day's prior notice to such effect to the Dealer, or by the Dealer upon one business day's prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that the Dealer may assign its rights and obligations under this Agreement to any of its affiliated entities.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FMC Technologies, Inc., as Issuer

By: /s/ Joseph Meyer
Name: Joseph Meyer
Title: Director, Treasury Operations

By: /s/ Kurt Niemietz
Name: Kurt Niemietz
Title: Manager, Treasury Operations

Wells Fargo Brokerage Services, LLC, as Dealer

By:
Name: Joseph W. Glenn
Title: Senior Vice President

ADDENDUM

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are:

Bane of America Securities, LLC
Merrill Lynch Money Markets

2. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer:	FMC Technologies, Inc.
Address:	1803 Gears Road. Houston, TX 77067
Attention:	Kurt Niemietz
Telephone number:	281-405-2981
Fax number	
For the Dealer:	Wells Fargo Brokerage Services, LLC
Address:	MAC N9303-105 608 Second Avenue South, Tenth Floor Minneapolis, MN 55479
Attention:	Joseph W. Glenn
Telephone number:	612-667-3774
Fax number:	612-667-4744

EXHIBIT A

FORM OF LEGEND FOR
PRIVATE PLACEMENT MEMORANDUM AND NOTES

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW, AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL BE DEEMED TO REPRESENT THAT IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, THAT IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND THAT IT IS EITHER (A) AN INSTITUTIONAL INVESTOR OR HIGHLY SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501 (a) UNDER THE ACT AND WHICH, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS A NET WORTH OF AT LEAST $5 MILLION (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND THAT EITHER IS PURCHASING NOTES FOR ITS OWN ACCOUNT, IS A U.S. BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR IS A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR (i) WHICH ITSELF POSSESSES SUCH KNOWLEDGE AND EXPERIENCE OR (ii) WITH RESPECT TO WHICH SUCH PURCHASER HAS SOLE INVESTMENT DISCRETION; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT WHICH IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS, EACH OF WHICH IS A QIB AND WITH RESPECT TO EACH OF WHICH THE PURCHASER HAS SOLE INVESTMENT DISCRETION; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (i) TO THE ISSUER OR TO WELLS FARGO BROKERAGE SERVICES, LLC OR ANOTHER PERSON DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (ii) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB, OR (iii) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE I44A AND (B) IN MINIMUM AMOUNTS OF $250,000.

EXHIBIT B

FURTHER PROVISIONS RELATING
TO INDEMNIFICATION

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought under Section 5 of the Agreement (whether or not it is a party to any such proceedings).

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission or delay so to notify the Issuer will not relieve it from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and such omission or delay results in its forfeiture of substantial rights and defenses, and (ii) the omission or delay so to notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the Indemnitee, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the election of the Issuer so to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim), unless such settlement, compromise or consent includes an unconditional release of each Indemnitee from all liability arising out of such Claim.

Exhibit 10.12

Commercial Paper Dealer Agreement

4(2) Program - Domestic Issuer

Between:

FMC Technologies, Inc., as Issuer, and **J.P. MORGAN SECURITIES INC.**, as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agency Agreement dated as of Jan 3, 2004 between the Issuer and Wells Fargo Bank, N.A., as Issuing and Paying Agent

Dated as of

March 07, 2008

Commercial Paper Dealer Agreement
4(2) Program

This agreement (the "Agreement") sets forth the understandings between the Issuer and the Dealer, each named on the cover page hereof, in connection with the issuance and sale by the Issuer of its short-term promissory notes (the "Notes") through the Dealer.

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

1. Offers, Sales and Resales of Notes.

1.1. While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2. So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with the Issuer one or more agreements which contain provisions substantially identical to those contained in Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement contemporaneously herewith. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3. The Notes shall be in a minimum denomination of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, shall have a maturity not exceeding 397 days from the date of issuance and may have such terms as are specified in Exhibit C hereto or the Private Placement Memorandum.[1] The Notes shall not contain any provision for extension, renewal or automatic "rollover."

1.4. The authentication and issuance of, and payment for, the Notes shall be effected in accordance with the Issuing and Paying Agency Agreement, and the Notes shall be either individual physical certificates or book-entry notes evidenced by one or more master notes (each, a "Master Note") registered in the name of The Depository Trust Company ("DTC") or its nominee, in the form or forms annexed to [the Issuing and Paying Agency Agreement] [this Agreement].

1.5. If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate or interest rate index and margin (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuing and Paying Agent, for the account of the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer against its return of the Note to the Issuer, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note. If such failure occurred for any reason other than default by the Dealer, the Issuer agrees to reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

[1] In the event that, in order to be exempt from the definition of "investment company" under the Investment Company Act of 1940, the Issuer must rely on Section 3(c)(1) of that Act, the maturity of the Notes may not exceed 270 days.

1.6. The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes by or through the Dealer shall be made only to: (i) investors reasonably believed by the Dealer to be Qualified Institutional Buyers, Institutional Accredited Investors or Sophisticated Individual Accredited Investors and (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is reasonably believed by the Dealer to be an Institutional Accredited Investor or Sophisticated Individual Accredited Investor.

(b) Resales and other transfers of the Notes by or through the Dealer or by other holders thereof shall be made only in accordance with the restrictions in the legend described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of the Dealer, the Issuer shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be made in accordance with Rule 506 under the Securities Act, and shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder, as well as on each individual certificate representing a Note and each Master Note representing book-entry Notes offered and sold pursuant to this Agreement.

(f) The Dealer shall furnish or shall have furnished to each purchaser of Notes for which it has acted as the dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive information from the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by the Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify the Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to the Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it is not currently issuing commercial paper in the United States market in reliance upon, and in compliance with, the exemption provided by Section 3(a)(3) of the Securities Act. In that connection, the Issuer agrees that, if it shall issue commercial paper after the date hereof in reliance upon such exemption (a) the proceeds from the sale of the Notes will be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer will institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer, as the case may be, pursuant to the Section 3(a)(3) exemption are not integrated with offerings and sales of Notes hereunder; and (c) the Issuer will comply with each of the requirements of Section 3(a)(3) of the Securities Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

1.7. The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) The Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer), to, or solicited offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.2 hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof, it being understood that such agreement is made with a view to bringing the offer and sale of the Notes within the exemption provided by Section 4(2) of the Securities Act and Rule 506 thereunder and shall survive any termination of this Agreement. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties under the circumstances that would cause the offering and sale of the Notes by the issuer to fail to be exempt under Section 4(2) of the Securities Act.

(b) The Issuer represents and agrees that the proceeds of the sale of the Notes are not currently contemplated to be used for the purpose of buying, carrying or trading securities within the meaning of Regulation T and the interpretations thereunder by the Board of Governors of the Federal Reserve System. In the event that the Issuer determines to use such proceeds for the purpose of buying, carrying or trading securities, whether in connection with an acquisition of another company or otherwise, the Issuer shall give the Dealer at least five business days' prior written notice to that effect. The Issuer shall also give the Dealer prompt notice of the actual date that it commences to purchase securities with the proceeds of the Notes.

Thereafter, in the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes either (i) only to offerees it reasonably believes to be Qualified Institutional Buyers or to Qualified Institutional Buyers it reasonably believes are acting for other Qualified Institutional Buyers, in each case in accordance with Rule 144A or (ii) in a manner which would not cause a violation of Regulation T and the interpretations thereunder.

2. Representations and Warranties of the Issuer.

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agency Agreement.

2.2 This Agreement and the Issuing and Paying Agency Agreement have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.3 The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.4 Assuming compliance by the Dealer with the procedures applicable to it set forth in Section 1.6 hereof, the offer and sale of the Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 [Except as provided in Section 1.6(j) hereof,][2] No consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or a default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or default could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.8 There is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which might result in a material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.9 The Issuer is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.[3]

2.10 Neither the Private Placement Memorandum nor the Company Information will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and

[2] For use where the parties wish to fully rely on the safe harbor in Rule 506. See Addendum paragraph 2.

[3] The phrase "or an entity controlled by an investment company" is not included in this representation. See the Bond Market Association Model Commercial Paper Dealer Agreement (the "BMA Model") Guidance Note to Section 2.11 for a description of the limited circumstances where this phrase should be included.

after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, which has not been disclosed to the Dealer in writing and (iv) the Issuer is not in default of any of its obligations hereunder or under the Notes or the Issuing and Paying Agency Agreement.

3. Covenants and Agreements of the Issuer.

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of or waiver with respect to, the Notes or the Issuing and Paying Agency Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall, whenever there shall occur any change in the Issuer's condition (financial or otherwise), operations or business prospects or occurrence in relation to the Issuer that would be material to holders of the Notes or potential holders of the Notes (including any downgrading or receipt of any notice of intended or potential downgrading or any review for potential change in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of the Notes), promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of such change, development or occurrence.

3.3 The Issuer shall from time to time furnish to the Dealer such information as the Dealer may reasonably request, including, without limitation, any press releases or material provided by the Issuer to any national securities exchange or rating agency, regarding (i) the Issuer's operations and financial condition and (ii) the due authorization and execution of the Notes, (iii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, however, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer will not be in default of any of its obligations hereunder, under the Notes or under the Issuing and Paying Agency Agreement, at any time that any of the Notes are outstanding.

3.6 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, in the form set forth in Exhibit D hereto, (b) a copy of the executed Issuing and Paying Agency Agreement as then in effect, (c) a copy of the resolutions adopted by the Boards of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agency Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) prior to the issuance of any book-entry Notes represented by a master note registered in the name of DTC or its nominee, a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and of the executed master note, (e) prior to the issuance of any Notes in physical form, a copy of such form (unless attached to this Agreement or the Issuing and Paying Agency Agreement) and (f) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.7 The Issuer shall reimburse the Dealer for all of the Dealer's out-of-pocket expenses related to this Agreement up to $10,000, including expenses incurred in connection with its preparation and negotiation, and the transactions contemplated hereby (including, but not limited to, the printing and distribution of the Private Placement Memorandum), and, if applicable, for the reasonable fees and out-of-pocket expenses of the Dealer's counsel.

4. Disclosure.

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees to promptly furnish the Dealer the Company Information as it becomes available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting the Issuer that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to supplement or amend the Private Placement Memorandum so that the Private Placement Memorandum, as amended or supplemented, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such time as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

(d) Without limiting the generality of Section 4.3(a), the Issuer shall review, amend and supplement the Private Placement Memorandum on a periodic basis, but no less than at least once annually, to incorporate current financial information of the Issuer to the extent necessary to ensure that the information provided in the Private Placement Memorandum is accurate and complete.

5. Indemnification and Contribution.

5.1 The Issuer will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum, the Company Information or any information provided by the Issuer to the Dealer included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that the Claim arises out of or is based upon Dealer Information.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth in Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder.

6. Definitions.

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's and its affiliates' other publicly available recent reports, including, but not limited to, any publicly available filings or reports provided to their respective shareholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer Information" shall mean material concerning the Dealer provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.4 "Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended.

6.5 "Indemnitee" shall have the meaning set forth in Section 5.1.

6.6 "Institutional Accredited Investor" shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.7 "Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.8 "Issuing and Paying Agent" shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agency Agreement, or any successor thereto in accordance with the Issuing and Paying Agency Agreement.

6.9 "Non-bank fiduciary or agent" shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.10 "Private Placement Memorandum" shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein, if any) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.11 "Qualified Institutional Buyer" shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.12 "Rule 144A" shall mean Rule 144A under the Securities Act.

6.13 "SEC" shall mean the U.S. Securities and Exchange Commission.

6.14 "Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

6.15 "Sophisticated Individual Accredited Investor" shall mean an individual who (a) is an accredited investor within the meaning of Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having not less than $5 million in investments (as defined, for purposes of this section, in Rule 2a51-1 under the Investment Company Act of 1940, as amended).

7. General

7.1 Unless otherwise expressly provided herein, all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 The Issuer agrees that any suit, action or proceeding brought by the Issuer against the Dealer in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the United States federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan. EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer, upon one business day's prior notice to such effect to the Dealer, or by the Dealer upon one business day's prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any affiliate of the Dealer.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7.7 This Agreement is for the exclusive benefit of the parties hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

7.8 The Issuer acknowledges and agrees that the Dealer is acting solely in the capacity of an arm's length contractual counterparty to the Issuer with respect to the offering of the Notes contemplated hereby (including in connection with determining the price and terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of (except to the extent explicitly set forth herein), the Issuer or any other person. The Dealer has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Dealer has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement. Additionally, the Dealer is not advising the Issuer or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuer shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Dealer shall have no responsibility or liability to the Issuer with respect thereto. Any review by the Dealer of the Issuer, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Dealer and shall not be on behalf of the Issuer.

7.9 This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuer and the Dealer with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

_____, as Issuer	**J.P. Morgan Securities Inc., as Dealer**
By: /s/ Joseph J. Meyer	By: _____
Name: Joseph J. Meyer	Name: _____
Title: Director, Treasury Operations	Title: _____
By: /s/ Kurt Niemietz	
Name: Kurt Niemietz	
Title: Manager, Treasury Operations	

Addendum

The following additional clauses shall apply to the Agreement and be deemed a part thereof.

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are Banc of America Securities, Merrill Lynch Money Markets and Wells Fargo Brokerage Services.

2. The following changes are hereby made to the Agreement:[4]

(a) Section 2.6 of the Agreement is amended by adding the words "and Regulation D thereunder" after the words "Section 4(2) thereof" on the third line of such Section.

(b) A new Section 6.12 is hereby added to the Agreement, as follows:

6.12 "Regulation D" shall mean Regulation D (Rules 501 et seq.) under the Securities Act.

3. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer:

Address: FMC Technologies, Inc. 1803 Gears Road Houston Tx 77067

Attention: Kurt Niemietz

Telephone number: 281-405.2981

Fax number: _____

For the Dealer:

Address:	270 Park Avenue, 8th Floor, New York, NY 10017
Attention:	Short Term Fixed Income Division
Telephone number:	(212) 834-5543
Fax number:	(212) 834-6172

[4] For use where the parties wish to fully rely on the safe harbor in Rule 506. See BMA Model Guidance Note relating to Section 1.6 generally.

Exhibit A

Form of Legend for Private Placement Memorandum and Notes

THE NOTES THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW, AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL BE DEEMED TO REPRESENT THAT (I) IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, (II) IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND (III) IT IS EITHER (A)(1) AN INSTITUTIONAL INVESTOR OR SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) UNDER THE ACT AND WHICH, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS NOT LESS THAN $5 MILLION IN INVESTMENTS (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND (2)(i) PURCHASING NOTES FOR ITS OWN ACCOUNT, (ii) A BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR (iii) A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN ASSOCIATION) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH ACCOUNTS IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT THAT IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS, EACH OF WHICH ACCOUNTS IS A QIB; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUER OR TO A PLACEMENT AGENT DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR, SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN MINIMUM AMOUNTS OF $250,000.

Exhibit B

Further Provisions Relating to Indemnification

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought under Section 5 of the Agreement (whether or not it is a party to any such proceedings).

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission to so notify the Issuer will not relieve it from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and such failure results in the forfeiture by it of substantial rights and defenses, and (ii) the omission to so notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the Indemnitee, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer, and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the election of the Issuer to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnitee from all liability arising out of such Claim and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnitee.

Exhibit C

Statement of Terms for Interest – Bearing Commercial Paper Notes of [Name of Issuer]

THE PROVISIONS SET FORTH BELOW ARE QUALIFIED TO THE EXTENT APPLICABLE BY THE TRANSACTION SPECIFIC [PRICING] [PRIVATE PLACEMENT MEMORANDUM] SUPPLEMENT (THE "SUPPLEMENT") (IF ANY) SENT TO EACH PURCHASER AT THE TIME OF THE TRANSACTION.

1. General. (a) The obligations of the Issuer to which these terms apply (each a "Note") are represented by one or more Master Notes (each, a "Master Note") issued in the name of (or of a nominee for) The Depository Trust Company ("DTC"), which Master Note includes the terms and provisions for the Issuer's Interest-Bearing Commercial Paper Notes that are set forth in this Statement of Terms, since this Statement of Terms constitutes an integral part of the Underlying Records as defined and referred to in the Master Note.

(b) "Business Day" means any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which banking institutions are authorized or required by law, executive order or regulation to be closed in New York City and, with respect to LIBOR Notes (as defined below) is also a London Business Day. "London Business Day" means a day, other than a Saturday or Sunday, on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

2. Interest. (a) Each Note will bear interest at a fixed rate (a "Fixed Rate Note") or at a floating rate (a "Floating Rate Note").

(b) The Supplement sent to each holder of such Note will describe the following terms: (i) whether such Note is a Fixed Rate Note or a Floating Rate Note and whether such Note is an Original Issue Discount Note (as defined below); (ii) the date on which such Note will be issued (the "Issue Date"); (iii) the Stated Maturity Date (as defined below); (iv) if such Note is a Fixed Rate Note, the rate per annum at which such Note will bear interest, if any, and the Interest Payment Dates; (v) if such Note is a Floating Rate Note, the Base Rate, the Index Maturity, the Interest Reset Dates, the Interest Payment Dates and the Spread and/or Spread Multiplier, if any (all as defined below), and any other terms relating to the particular method of calculating the interest rate for such Note; and (vi) any other terms applicable specifically to such Note. "Original Issue Discount Note" means a Note which has a stated redemption price at the Stated Maturity Date that exceeds its Issue Price by more than a specified *de minimis* amount and which the Supplement indicates will be an "Original Issue Discount Note".

(c) Each Fixed Rate Note will bear interest from its Issue Date at the rate per annum specified in the Supplement until the principal amount thereof is paid or made available for payment. Interest on each Fixed Rate Note will be payable on the dates specified in the Supplement (each an "Interest Payment Date" for a Fixed Rate Note) and on the Maturity Date (as defined below). Interest on Fixed Rate Notes will be computed on the basis of a 360-day year of twelve 30-day months.

If any Interest Payment Date or the Maturity Date of a Fixed Rate Note falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest will be payable on the next succeeding Business Day, and no additional interest will accrue in respect of the payment made on that next succeeding Business Day.

(d) The interest rate on each Floating Rate Note for each Interest Reset Period (as defined below) will be determined by reference to an interest rate basis (a "Base Rate") plus or minus a number of basis points (one basis point equals one-hundredth of a percentage point) (the "Spread"), if any, and/or multiplied by a certain percentage (the "Spread Multiplier"), if any, until the principal thereof is paid or made available for payment. The Supplement will designate which of the following Base Rates is applicable to the related Floating Rate Note: (a) the CD Rate (a "CD Rate Note"), (b) the Commercial Paper Rate (a "Commercial Paper Rate Note"), (c) the Federal Funds Rate (a "Federal Funds Rate Note"), (d) LIBOR (a "LIBOR Note"), (e) the Prime Rate (a "Prime Rate Note"), (f) the Treasury Rate (a "Treasury Rate Note") or (g) such other Base Rate as may be specified in such Supplement.

The rate of interest on each Floating Rate Note will be reset daily, weekly, monthly, quarterly or semi-annually (the "Interest Reset Period"). The date or dates on which interest will be reset (each an "Interest Reset Date") will be, unless otherwise specified in the Supplement, in the case of Floating Rate Notes which reset daily, each Business Day, in the case of Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, the Wednesday of each week; in the case of Treasury Rate Notes that reset weekly, the Tuesday of each week; in the case of Floating Rate Notes that reset monthly, the third Wednesday of each month; in the case of Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes that reset semiannually, the third Wednesday of the two months specified in the Supplement. If any Interest Reset Date for any Floating Rate Note is not a Business Day, such Interest Reset Date will be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day. Interest on each Floating Rate Note will be payable monthly, quarterly or semiannually (the "Interest Payment Period") and on the Maturity Date. Unless otherwise specified in the Supplement, and except as provided below, the date or dates on which interest will be payable (each an "Interest Payment Date" for a Floating Rate Note) will be, in the case of Floating Rate Notes with a monthly Interest Payment Period, on the third Wednesday of each month; in the case of Floating Rate Notes with a quarterly Interest Payment Period, on the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes with a semiannual Interest Payment Period, on the third Wednesday of the two months specified in the Supplement. In addition, the Maturity Date will also be an Interest Payment Date.

If any Interest Payment Date for any Floating Rate Note (other than an Interest Payment Date occurring on the Maturity Date) would otherwise be a day that is not a Business Day, such Interest Payment Date shall be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day. If the Maturity Date of a Floating Rate Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such maturity.

Interest payments on each Interest Payment Date for Floating Rate Notes will include accrued interest from and including the Issue Date or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, such Interest Payment Date. On the Maturity Date, the interest payable on a Floating Rate Note will include interest accrued to, but excluding, the Maturity Date. Accrued interest will be calculated by multiplying the principal amount of a Floating

Rate Note by an accrued interest factor. This accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal) for each such day will be computed by dividing the interest rate applicable to such day by 360, in the cases where the Base Rate is the CD Rate, Commercial Paper Rate, Federal Funds Rate, LIBOR or Prime Rate, or by the actual number of days in the year, in the case where the Base Rate is the Treasury Rate. The interest rate in effect on each day will be (i) if such day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date (as defined below) pertaining to such Interest Reset Date, or (ii) if such day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date pertaining to the next preceding Interest Reset Date, subject in either case to any adjustment by a Spread and/or a Spread Multiplier.

The "Interest Determination Date" where the Base Rate is the CD Rate or the Commercial Paper Rate will be the second Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Federal Funds Rate or the Prime Rate will be the Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is LIBOR will be the second London Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Treasury Rate will be the day of the week in which such Interest Reset Date falls when Treasury Bills are normally auctioned. Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is held on the following Tuesday or the preceding Friday. If an auction is so held on the preceding Friday, such Friday will be the Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week.

The "Index Maturity" is the period to maturity of the instrument or obligation from which the applicable Base Rate is calculated.

The "Calculation Date," where applicable, shall be the earlier of (i) the tenth calendar day following the applicable Interest Determination Date or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity Date.

All times referred to herein reflect New York City time, unless otherwise specified.

The Issuer shall specify in writing to the Issuing and Paying Agent which party will be the calculation agent (the "Calculation Agent") with respect to the Floating Rate Notes. The Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note to the Issuing and Paying Agent as soon as the interest rate with respect to such Floating Rate Note has been determined and as soon as practicable after any change in such interest rate.

All percentages resulting from any calculation on Floating Rate Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five-one millionths of a percentage point rounded upwards. For example, 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655). All dollar amounts used in or resulting from any calculation on Floating Rate Notes will be rounded, in the case of U.S. dollars, to the nearest cent or, in the case of a foreign currency, to the nearest unit (with one-half cent or unit being rounded upwards).

CD Rate Notes

"CD Rate" means the rate on any Interest Determination Date for negotiable certificates of deposit having the Index Maturity as published by the Board of Governors of the Federal Reserve System (the "FRB") in "Statistical Release H.15(519), Selected Interest Rates" or any successor publication of the FRB ("H.15(519)") under the heading "CDs (Secondary Market)".

If the above rate is not published in H.15(519) by 3:00 p.m. on the Calculation Date, the CD Rate will be the rate on such Interest Determination Date set forth in the daily update of H.15(519), available through the world wide website of the FRB at http://www.federalreserve.gov/releases/h15/Update, or any successor site or publication or other recognized electronic source used for the purpose of displaying the applicable rate ("H.15 Daily Update") under the caption "CDs (Secondary Market)".

If such rate is not published in either H.15(519) or H.15 Daily Update by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the CD Rate to be the arithmetic mean of the secondary market offered rates as of 10:00 a.m. on such Interest Determination Date of three leading nonbank dealers[5] in negotiable U.S. dollar certificates of deposit in New York City selected by the Calculation Agent for negotiable U.S. dollar certificates of deposit of major United States money center banks of the highest credit standing in the market for negotiable certificates of deposit with a remaining maturity closest to the Index Maturity in the denomination of $5,000,000.

If the dealers selected by the Calculation Agent are not quoting as set forth above, the CD Rate will remain the CD Rate then in effect on such Interest Determination Date.

Commercial Paper Rate Notes

"Commercial Paper Rate" means the Money Market Yield (calculated as described below) of the rate on any Interest Determination Date for commercial paper having the Index Maturity, as published in H.15(519) under the heading "Commercial Paper-Nonfinancial".

If the above rate is not published in H.15(519) by 3:00 p.m. on the Calculation Date, then the Commercial Paper Rate will be the Money Market Yield of the rate on such Interest Determination Date for commercial paper of the Index Maturity as published in H.15 Daily Update under the heading "Commercial Paper-Nonfinancial".

If by 3:00 p.m. on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, then the Calculation Agent will determine the Commercial Paper Rate to be the Money Market Yield of the arithmetic mean of the offered rates as of 11:00 a.m. on such Interest Determination Date of three leading dealers of U.S. dollar commercial paper in New York City selected by the Calculation Agent for commercial paper of the Index Maturity placed for an industrial issuer whose bond rating is "AA," or the equivalent, from a nationally recognized statistical rating organization.

If the dealers selected by the Calculation Agent are not quoting as mentioned above, the Commercial Paper Rate with respect to such Interest Determination Date will remain the Commercial Paper Rate then in effect on such Interest Determination Date.

[5] Such nonbank dealers referred to in this Statement of Terms may include affiliates of the Dealer.

"Money Market Yield" will be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal and "M" refers to the actual number of days in the interest period for which interest is being calculated.

Federal Funds Rate Notes

"Federal Funds Rate" means the rate on any Interest Determination Date for federal funds as published in H.15(519) under the heading "Federal Funds (Effective)" and displayed on Moneyline Telerate (or any successor service) on page 120 (or any other page as may replace the specified page on that service) ("Telerate Page 120").

If the above rate does not appear on Telerate Page 120 or is not so published by 3:00 p.m. on the Calculation Date, the Federal Funds Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update under the heading "Federal Funds/(Effective)".

If such rate is not published as described above by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Federal Funds Rate to be the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by each of three leading brokers of Federal Funds transactions in New York City selected by the Calculation Agent prior to 9:00 a.m. on such Interest Determination Date.

If the brokers selected by the Calculation Agent are not quoting as mentioned above, the Federal Funds Rate will remain the Federal Funds Rate then in effect on such Interest Determination Date.

LIBOR Notes

The London Interbank offered rate ("LIBOR") means, with respect to any Interest Determination Date, the rate for deposits in U.S. dollars having the Index Maturity that appears on the Designated LIBOR Page as of 11:00 a.m. London time, on such Interest Determination Date.

If no rate appears, LIBOR will be determined on the basis of the rates at approximately 11:00 a.m., London time, on such Interest Determination Date at which deposits in U.S. dollars are offered to prime banks in the London interbank market by four major banks in such market selected by the Calculation Agent for a term equal to the Index Maturity and in principal amount equal to an amount that in the Calculation Agent's judgment is representative for a single transaction in U.S. dollars in such market at such time (a "Representative Amount"). The Calculation Agent will request the principal London office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, LIBOR will be the arithmetic mean of such quotations. If fewer than two quotations are provided, LIBOR for such interest period will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in New York City, on such Interest Determination Date by three major banks in New York City, selected by the Calculation Agent, for loans in U.S. dollars to leading European banks, for a term equal to the Index Maturity and in a Representative Amount; provided, however, that if fewer than three banks so selected by the Calculation Agent are providing such quotations, the then existing LIBOR rate will remain in effect for such Interest Payment Period.

"Designated LIBOR Page" means the display designated as page "3750" on Moneyline Telerate (or such other page as may replace the 3750 page on that service or such other service or services as may be nominated by the British Bankers' Association for the purposes of displaying London interbank offered rates for U.S. dollar deposits).

Prime Rate Notes

"Prime Rate" means the rate on any Interest Determination Date as published in H.15(519) under the heading "Bank Prime Loan".

If the above rate is not published in H.15(519) prior to 3:00 p.m. on the Calculation Date, then the Prime Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update opposite the caption "Bank Prime Loan".

If the rate is not published prior to 3:00 p.m. on the Calculation Date in either H.15(519) or H.15 Daily Update, then the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen US PRIME1 Page (as defined below) as such bank's prime rate or base lending rate as of 11:00 a.m. on that Interest Determination Date.

If fewer than four such rates referred to above are so published by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by 360 as of the close of business on such Interest Determination Date by three major banks in New York City selected by the Calculation Agent.

If the banks selected are not quoting as mentioned above, the Prime Rate will remain the Prime Rate in effect on such Interest Determination Date.

"Reuters Screen US PRIME1 Page" means the display designated as page "US PRIME1" on the Reuters Monitor Money Rates Service (or such other page as may replace the US PRIME1 page on that service for the purpose of displaying prime rates or base lending rates of major United States banks).

Treasury Rate Notes

"Treasury Rate" means:

(1) the rate from the auction held on the Interest Determination Date (the "Auction") of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified in the Supplement under the caption "INVESTMENT RATE" on the display on Moneyline Telerate (or any successor service) on page 56 (or any other page as may replace that page on that service) ("Telerate Page 56") or page 57 (or any other page as may replace that page on that service) ("Telerate Page 57"), or

(2) if the rate referred to in clause (1) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield (as defined below) of the rate for the applicable Treasury Bills as published in H.15 Daily Update, under the caption "U.S. Government Securities/Treasury Bills/Auction High", or

(3) if the rate referred to in clause (2) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills as announced by the United States Department of the Treasury, or (4) if the rate referred to in clause (3) is not so announced by the United States Department of the Treasury, or if the Auction is not held, the Bond Equivalent Yield of the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.15(519) under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or

(5) if the rate referred to in clause (4) not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update, under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or

(6) if the rate referred to in clause (5) is not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date calculated by the Calculation Agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m. on that Interest Determination Date, of three primary United States government securities dealers selected by the Calculation Agent for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity specified in the Supplement, or

(7) if the dealers so selected by the Calculation Agent are not quoting as mentioned in clause (6), the Treasury Rate in effect on the particular Interest Determination Date.

"Bond Equivalent Yield" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal, "N" refers to 365 or 366, as the case may be, and "M" refers to the actual number of days in the applicable Interest Reset Period.

3. Final Maturity. The Stated Maturity Date for any Note will be the date so specified in the Supplement, which shall be no later than 397 days from the date of issuance. On its Stated Maturity Date, or any date prior to the Stated Maturity Date on which the particular Note becomes due and payable by the declaration of acceleration, each such date being referred to as a Maturity Date, the principal amount of each Note, together with accrued and unpaid interest thereon, will be immediately due and payable.

4. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" with respect to a Note: (i) default in any payment of principal of or interest on such Note (including on a redemption thereof); (ii) the Issuer or the Guarantor makes any compromise arrangement with its creditors generally including the entering into any form of moratorium with its creditors generally; (iii) a court having jurisdiction shall enter a decree or order for relief in respect of the Issuer or the Guarantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or there shall be appointed a receiver,

administrator, liquidator, custodian, trustee or sequestrator (or similar officer) with respect to the whole or substantially the whole of the assets of the Issuer or the Guarantor and any such decree, order or appointment is not removed, discharged or withdrawn within 60 days thereafter; or (iv) the Issuer or the Guarantor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, administrator, liquidator, assignee, custodian, trustee or sequestrator (or similar official), with respect to the whole or substantially the whole of the assets of the Issuer or the Guarantor or make any general assignment for the benefit of creditors. Upon the occurrence of an Event of Default, the principal of each obligation evidenced by such Note (together with interest accrued and unpaid thereon) shall become, without any notice or demand, immediately due and payable.[6]

5. Obligation Absolute. No provision of the Issuing and Paying Agency Agreement under which the Notes are issued shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on each Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. Supplement. Any term contained in the Supplement shall supersede any conflicting term contained herein.

[6] Unlike single payment notes, where a default arises only at the stated maturity, interest-bearing notes with multiple payment dates should contain a default provision permitting acceleration of the maturity if the Issuer defaults on an interest payment.

Exhibit D

Model Opinion of Counsel to Issuer[7]

[Date]

J.P. Morgan Securities Inc.
270 Park Avenue, 8th floor
New York, NY, 10017
Att: Short Term Fixed Income Division

Ladies and Gentlemen:

We have acted as counsel to _____, a _____ corporation (the "Issuer"), in connection with the proposed offering and sale by the Issuer in the United States of commercial paper in the form of short-term promissory notes (the "Notes").

In our capacity as such counsel, we have examined a specimen form of Note, an executed copy of the Commercial Paper Dealer Agreement dated _____, _____ (the "Agreement") among the Issuer and J.P. Morgan Securities Inc. (the "Dealer") and the Issuing and Paying Agency Agreement dated _____, _____ (the "Issuing and Paying Agency Agreement") between the Issuer and _____, as issuing and paying agent (the "Issuing and Paying Agent") as well as originals, or copies certified or otherwise identified to our satisfaction, of such other records and documents as we have deemed necessary as a basis for the opinions expressed below. In such examination, we have assumed the genuineness of all documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as copies.

Capitalized terms used herein without definition are used as defined in the Agreement.

Based upon the foregoing, it is our opinion that:

1. The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the state of _____ and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, the Agreement and the Issuing and Paying Agency Agreement.
2. Each of the Agreement and the Issuing and Paying Agency Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

[7] Set forth below are the operative provisions on which the Dealer will generally expect a legal opinion. Parties should recognize that there may be additions to the Dealer's opinion request, and variations as to the opinion language, depending on the details of the transaction and the differing opinion practices of law firms; it may also be necessary to split the opinion between two or more counsels where no one counsel is in a position to opine as to all subjects or in all relevant jurisdictions.

3. The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4. The issuance and sale of Notes under the circumstances contemplated by the Agreement and the Issuing and Paying Agency Agreement do not require registration of the Notes under the Securities Act of 1933, as amended, pursuant to the exemption from registration contained in Section 4(2) thereof [and Regulation D thereunder], and do not require compliance with any provision of the Trust Indenture Act of 1939, as amended; and the Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

5. [Except as provided in Section 1.6(j) of the Agreement,][8] No consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the Securities and Exchange Commission, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, the Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

6. Neither the execution and delivery of the Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions of either thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound.

7. There is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which might result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under the Agreement, the Notes or the Issuing and Paying Agency Agreement.

[8] To be added where the parties wish to fully rely on the safe harbor in Rule 506. See BMA Model Guidance Note relating to Section 1.6 generally and paragraph 2 in the Addendum.

8. The Issuer is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.[9]

This opinion may be delivered to the Issuing and Paying Agent, each holder from time to time of Notes and any nationally recognized rating agency (in connection with the rating of the Notes), each of which may rely on this opinion to the same extent as if such opinion were addressed to it.

Very truly yours,

[9] The phrase "or an entity controlled by an investment company" is not included in this paragraph or in the representation in Section 2.11 of the Agreement. See BMA Model Guidance Note to Section 2.11 for a description of the limited circumstances where this phrase should be included.

Model Certificate as to Resolutions[10]
[Name of Issuer]

I, _____, the [Assistant] Secretary of _____, a _____ corporation (the "Issuer"), do hereby certify, in connection with the issuance and sale of short-term promissory notes under the Commercial Paper Dealer Agreement dated _____, _____ (the "Agreement", the terms defined therein being used herein as therein defined) between the Issuer and J.P. Morgan Securities Inc. (the "Dealer"), that:

1. The following resolution was duly adopted by the Board of Directors of the Issuer [by unanimous written consent dated _____, _____] [at a meeting thereof duly called and held on _____, _____, at which meeting a quorum was present and acting throughout], and such resolution has not been amended, modified or revoked and is in full force and effect on the date hereof:

   RESOLVED, that the Chairman of the Board, the President, the Executive Vice President, any Vice President and the Treasurer of the Issuer be, and each of them hereby is, individually authorized to: (i) borrow for the use and benefit of the Issuer from time to time through the issuance of commercial paper notes[11]; (ii) execute such commercial paper notes in the name and on behalf of the Issuer and issue such notes in accordance with the Issuing and Paying Agency Agreement referred to below; (iii) execute and deliver (A) a Commercial Paper Dealer Agreement between the Issuer and J.P. Morgan Securities Inc., as Dealer, providing, among other things, for the sale of commercial paper notes on behalf of the Issuer and the indemnification of the Dealer in connection therewith, (B) an Issuing and Paying Agency Agreement between the Issuer and _____, as issuing and paying agent, and (C) a Letter of Representations addressed to The Depository Trust Company; (iv) execute and file with the Securities and Exchange Commission Form D and any and all amendments thereto, as required by Section 1.6(j) of the Agreement;[12] (v) delegate to any other officers or employees of the Issuer authority to give instructions to the Dealer pursuant to the Agreement; and (vi) do such acts and execute such other instruments and documents as may be necessary and proper to effect the transactions contemplated hereby including (a) amending documents referred to herein and (b) appointing additional dealers and successors to any of the parties named.

[10] This model certificate will serve as a guide for resolutions adopted by the Issuer. Any resolutions actually adopted, regardless of form, should cover all the substantive matters covered in this model, and a certificate substantially to the effect of this model is required to be delivered to the Dealer under Section 3.6(c) of the Agreement.

[11] The reference to a specific dollar amount was removed in order to provide issuers flexibility with respect to the total amount of commercial paper issued without having to update the Resolutions.

[12] Clause (iv) may be deleted if Section 1.6(j) is not part of the Agreement. See paragraph 2 of the Addendum and the BMA Model Guidance Note relating to Section 1.6 generally.

2. Each of the Agreement and the Issuing and Paying Agency Agreement, as executed and delivered by the Issuer, is substantially in the form thereof approved by the Board of Directors and referred to in the resolution set forth in paragraph 1 hereof.

IN WITNESS WHEREOF, I have signed this certificate the _____ day of _____, _____.

_____

[Assistant] Secretary

Exhibit 10.13

Commercial Paper Dealer Agreement

4(2) Program - Domestic Issuer

Between:

FMC Technologies Inc., as Issuer, and

Citigroup Global Markets Inc., as Dealer

Concerning Notes to be issued pursuant to an Issuing and Paying Agency Agreement dated as of Jan 3, 2004 between the Issuer and Wells Fargo Bank, N.A, as Issuing and Paying Agent Dated as of January 2010

Commercial Paper Dealer Agreement
4(2) Program

This agreement (the "Agreement") sets forth the understandings between the Issuer and the Dealer, each named on the cover page hereof, in connection with the issuance and sale by the Issuer of its short-term promissory notes (the "Notes") through the Dealer.

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

1. Offers, Sales and Resales of Notes.

1.1. While (i) the Issuer has and shall have no obligation to sell the Notes to the Dealer or to permit the Dealer to arrange any sale of the Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.

1.2. So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, the Issuer shall not, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Notes except (a) in transactions with

one or more dealers which may from time to time after the date hereof become dealers with respect to the Notes by executing with the Issuer one or more agreements which contain provisions substantially identical to those contained in Section 1 of this Agreement, of which the Issuer hereby undertakes to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing agreements with the Issuer which contain provisions substantially identical to Section 1 of this Agreement contemporaneously herewith. In no event shall the Issuer offer, solicit or accept offers to purchase, or sell, any Notes directly on its own behalf in transactions with persons other than broker-dealers as specifically permitted in this Section 1.2.

1.3. The Notes shall be in a minimum denomination of $250,000 or integral multiples of $1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, shall have a maturity not exceeding 397 days from the date of issuance and may have such terms as are specified in Exhibit C hereto or the Private Placement Memorandum. The Notes shall not contain any provision for extension, renewal or automatic "rollover."

1.4. The authentication and issuance of, and payment for, the Notes shall be effected in accordance with the Issuing and Paying Agency Agreement, and the Notes shall be either individual physical certificates or book-entry notes evidenced by one or more master notes (each, a "Master Note") registered in the name of The Depository Trust Company ("DTC") or its nominee, in the form or forms annexed to [the Issuing and Paying Agency Agreement] [this Agreement].

1.5. If the Issuer and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate or interest rate index and margin (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuer shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agency Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuing and Paying Agent, for the account of the Issuer. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuer, and if the Dealer has theretofore paid the Issuer for the Note, the Issuer will promptly return such funds to the Dealer against its return of the Note to the Issuer, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note. If such failure occurred for any reason other than default by the Dealer, the Issuer agrees to reimburse the Dealer on an equitable basis for the Dealer's loss of the use of such funds for the period such funds were credited to the Issuer's account.

[1] In the event that, in order to be exempt from the definition of "investment company" under the Investment Company Act of 1940, the Issuer must rely on Section 3(c)(1) of that Act, the maturity of the Notes may not exceed 270 days.

1.6. The Dealer and the Issuer hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:

(a) Offers and sales of the Notes by or through the Dealer shall be made only to: (i) investors reasonably believed by the Dealer to be Qualified Institutional Buyers, Institutional Accredited Investors or Sophisticated Individual Accredited Investors and (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is reasonably believed by the Dealer to be an Institutional Accredited Investor or Sophisticated Individual Accredited Investor.

(b) Resales and other transfers of the Notes by or through the Dealer or by other holders thereof shall be made only in accordance with the restrictions in the legend described in clause (e) below.

(c) No general solicitation or general advertising shall be used in connection with the offering of the Notes. Without limiting the generality of the foregoing, without the prior written approval of the Dealer, the Issuer shall not issue any press release or place or publish any "tombstone" or other advertisement relating to the Notes.

(d) No sale of Notes to any one purchaser shall be for less than $250,000 principal or face amount, and no Note shall be issued in a smaller principal or face amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least $250,000 principal or face amount of Notes.

(e) Offers and sales of the Notes by the Issuer through the Dealer acting as agent for the Issuer shall be made in accordance with Rule 506 under the Securities Act, and shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Notes hereunder, as well as on each individual certificate representing a Note and each Master Note representing book-entry Notes offered and sold pursuant to this Agreement.

(f) The Dealer shall furnish or shall have furnished to each purchaser of Notes for which it has acted as the dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously received a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive information from the Issuer and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuer may be obtained.

(g) The Issuer agrees for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time the Issuer shall not be subject to Section 13 or 15(d) of the Exchange Act, the Issuer will furnish, upon request and at its expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).

(h) In the event that any Note offered or to be offered by the Dealer would be ineligible for resale under Rule 144A, the Issuer shall immediately notify the Dealer (by telephone, confirmed in writing) of such fact and shall promptly prepare and deliver to the Dealer an amendment or supplement to the Private Placement Memorandum describing the Notes that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.

(i) The Issuer represents that it is not currently issuing commercial paper in the United States market in reliance upon, and in compliance with, the exemption provided by Section 3(a)(3) of the Securities Act. In that connection, the Issuer agrees that, if it shall issue commercial paper after the date hereof in reliance upon such exemption (a) the proceeds from the sale of the Notes will be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account; (b) the Issuer will institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuer, as the case may be, pursuant to the Section 3(a)(3) exemption are not integrated with offerings and sales of Notes hereunder; and (c) the Issuer will comply with each of the requirements of Section 3(a)(3) of the Securities Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

1.7. The Issuer hereby represents and warrants to the Dealer, in connection with offers, sales and resales of Notes, as follows:

(a) The Issuer hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof acting on behalf of the Issuer has offered or sold any Notes, or any substantially similar security of the Issuer (including, without limitation, medium-term notes issued by the Issuer), to, or solicited offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof. The Issuer also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the other dealers referred to in Section 1.2 hereof as contemplated hereby and until at least six months after the offer of Notes hereunder has been terminated, neither the Issuer nor any person other than the Dealer or the other dealers referred to in Section 1.2 hereof (except as contemplated by Section 1.2 hereof) will offer the Notes or any substantially similar security of the Issuer for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the other dealers referred to in Section 1.2 hereof, it being understood that such agreement is made with a view to bringing the offer and sale of the Notes within the exemption provided by Section 4(2) of the Securities Act and Rule 506 thereunder and shall survive any termination of this Agreement. The Issuer hereby represents and warrants that it has not taken or omitted to take, and will not take or omit to take, any action that would cause the offering and sale of Notes hereunder to be integrated with any other offering of securities, whether such offering is made by the Issuer or some other party or parties under the circumstances that would cause the offering and sale of the Notes by the issuer to fail to be exempt under Section 4(2) of the Securities Act.

(b) The Issuer represents and agrees that the proceeds of the sale of the Notes are not currently contemplated to be used for the purpose of buying, carrying or trading securities within the meaning of Regulation T and the interpretations thereunder by the Board of Governors of the Federal Reserve System. In the event that the Issuer determines to use such proceeds for the purpose of buying, carrying or trading securities, whether in connection with an acquisition of another company or otherwise, the Issuer shall give the Dealer at least five business days' prior written notice to that effect. The Issuer shall also give the Dealer prompt notice of the actual date that it commences to purchase securities with the proceeds of the Notes. Thereafter, in the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes either (i) only to offerees it reasonably believes to be Qualified Institutional Buyers or to Qualified Institutional Buyers it reasonably believes are acting for other Qualified Institutional Buyers, in each case in accordance with Rule 144A or (ii) in a manner which would not cause a violation of Regulation T and the interpretations thereunder.

2. Representations and Warranties of the Issuer.

The Issuer represents and warrants that:

2.1 The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, this Agreement and the Issuing and Paying Agency Agreement.

2.2 This Agreement and the Issuing and Paying Agency Agreement have been duly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.3 The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contributions imposed by applicable law.

2.4 Assuming compliance by the Dealer with the procedures applicable to it set forth in Section 1.6 hereof, the offer and sale of the Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section 4(2) thereof, and no indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended.

2.5 The Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Issuer.

2.6 [Except as provided in Section 1.6(j) hereof,] No consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the SEC, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, this Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

2.7 Neither the execution and delivery of this Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or a default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound, which breach or default could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.8 There is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which might result in a material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, or the ability of the Issuer to perform its obligations under this Agreement, the Notes or the Issuing and Paying Agency Agreement.

2.9 The Issuer is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.[3]

2.10 Neither the Private Placement Memorandum nor the Company Information will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2.11 Each (a) issuance of Notes by the Issuer hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by the Issuer set forth in this Section 2 remain true and correct on and as of such date as

[2] For use where the parties wish to fully rely on the safe harbor in Rule 506. See Addendum paragraph 2.

[3] The phrase "or an entity controlled by an investment company" is not included in this representation. See the Bond Market Association Model Commercial Paper Dealer Agreement (the "BMA Model"") Guidance Note to Section 2.11 for a description of the limited circumstances where this phrase should be included.

if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), or operations or business prospects of the Issuer and its subsidiaries, taken as a whole, which has not been disclosed to the Dealer in writing and (iv) the Issuer is not in default of any of its obligations hereunder or under the Notes or the Issuing and Paying Agency Agreement.

3. Covenants and Agreements of the Issuer.

The Issuer covenants and agrees that:

3.1 The Issuer will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of or waiver with respect to, the Notes or the Issuing and Paying Agency Agreement, including a complete copy of any such amendment, modification or waiver.

3.2 The Issuer shall, whenever there shall occur any change in the Issuer's condition (financial or otherwise), operations or business prospects or occurrence in relation to the Issuer that would be material to holders of the Notes or potential holders of the Notes (including any downgrading or receipt of any notice of intended or potential downgrading or any review for potential change in the rating accorded any of the Issuer's securities by any nationally recognized statistical rating organization which has published a rating of the Notes), promptly, and in any event prior to any subsequent issuance of Notes hereunder, notify the Dealer (by telephone, confirmed in writing) of such change, development or occurrence.

3.3 The Issuer shall from time to time furnish to the Dealer such information as the Dealer may reasonably request, including, without limitation, any press releases or material provided by the Issuer to any national securities exchange or rating agency, regarding (i) the Issuer's operations and financial condition and (ii) the due authorization and execution of the Notes, (iii) the Issuer's ability to pay the Notes as they mature.

3.4 The Issuer will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Notes will comply with any applicable state Blue Sky laws; provided, however, that the Issuer shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.5 The Issuer will not be in default of any of its obligations hereunder, under the Notes or under the Issuing and Paying Agency Agreement, at any time that any of the Notes are outstanding.

3.6 The Issuer shall not issue Notes hereunder until the Dealer shall have received (a) an opinion of counsel to the Issuer, addressed to the Dealer, in the form set forth in Exhibit D hereto, (b) a copy of the executed Issuing and Paying Agency Agreement as then in effect, (c) a copy of the

resolutions adopted by the Boards of Directors of the Issuer, satisfactory in form and substance to the Dealer and certified by the Secretary or similar officer of the Issuer, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agency Agreement and the Notes and consummation by the Issuer of the transactions contemplated hereby and thereby, (d) prior to the issuance of any book-entry Notes represented by a master note registered in the name of DTC or its nominee, a copy of the executed Letter of Representations among the Issuer, the Issuing and Paying Agent and DTC and of the executed master note, (e) prior to the issuance of any Notes in physical form, a copy of such form (unless attached to this Agreement or the Issuing and Paying Agency Agreement) and (f) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

3.7 The Issuer shall reimburse the Dealer for all of the Dealer's out-of-pocket expenses related to this Agreement up to $10,000, including expenses incurred in connection with its preparation and negotiation, and the transactions contemplated hereby (including, but not limited to, the printing and distribution of the Private Placement Memorandum), and, if applicable, for the reasonable fees and out-of-pocket expenses of the Dealer's counsel.

4. Disclosure.

4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuer. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuer concerning the offering of Notes and to obtain relevant additional information which the Issuer possesses or can acquire without unreasonable effort or expense.

4.2 The Issuer agrees to promptly furnish the Dealer the Company Information as it becomes available.

4.3 (a) The Issuer further agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting the Issuer that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(b) In the event that the Issuer gives the Dealer notice pursuant to Section 4.3(a) and the Dealer notifies the Issuer that it then has Notes it is holding in inventory, the Issuer agrees promptly to supplement or amend the Private Placement Memorandum so that the Private Placement Memorandum, as amended or supplemented, shall not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer shall make such supplement or amendment available to the Dealer.

(c) In the event that (i) the Issuer gives the Dealer notice pursuant to Section 4.3(a), (ii) the Dealer does not notify the Issuer that it is then holding Notes in inventory and (iii) the Issuer chooses not to promptly amend or supplement the Private Placement Memorandum in the manner described in clause (b) above, then all solicitations and sales of Notes shall be suspended until such time as the Issuer has so amended or supplemented the Private Placement Memorandum, and made such amendment or supplement available to the Dealer.

(d) Without limiting the generality of Section 4.3(a), the Issuer shall review, amend and supplement the Private Placement Memorandum on a periodic basis, but no less than at least once annually, to incorporate current financial information of the Issuer to the extent necessary to ensure that the information provided in the Private Placement Memorandum is accurate and complete.

5. Indemnification and Contribution.

5.1 The Issuer will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum, the Company Information or any information provided by the Issuer to the Dealer included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that the Claim arises out of or is based upon Dealer Information.

5.2 Provisions relating to claims made for indemnification under this Section 5 are set forth in Exhibit B to this Agreement.

5.3 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder.

6. Definitions.

6.1 "Claim" shall have the meaning set forth in Section 5.1.

6.2 "Company Information" at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Issuer's most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Issuer with the SEC since the most recent Form 10-K, (ii) the Issuer's most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) the Issuer's and its affiliates' other publicly available recent reports, including, but not limited to, any publicly available filings or reports provided to their respective shareholders, (iv) any other information or disclosure prepared pursuant to Section 4.3 hereof and (v) any information prepared or approved by the Issuer for dissemination to investors or potential investors in the Notes.

6.3 "Dealer Information" shall mean material concerning the Dealer provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.

6.4 "Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended.

6.5 "Indemnitee" shall have the meaning set forth in Section 5.1.

6.6 "Institutional Accredited Investor" shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

6.7 "Issuing and Paying Agency Agreement" shall mean the issuing and paying agency agreement described on the cover page of this Agreement, as such agreement may be amended or supplemented from time to time.

6.8 "Issuing and Paying Agent" shall mean the party designated as such on the cover page of this Agreement, as issuing and paying agent under the Issuing and Paying Agency Agreement, or any successor thereto in accordance with the Issuing and Paying Agency Agreement.

6.9 "Non-bank Fiduciary or agent" shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.

6.10 "Private Placement Memorandum" shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein, if any) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

6.11 "Qualified Institutional Buyer" shall have the meaning assigned to that term in Rule 144A under the Securities Act.

6.12 "Rule 144A" shall mean Rule 144A under the Securities Act.

6.13 "SEC" shall mean the U.S. Securities and Exchange Commission.

6.14 "Securities Act" shall mean the U.S. Securities Act of 1933, as amended.

6.15 "Sophisticated Individual Accredited Investor" shall mean an individual who (a) is an accredited investor within the meaning of Regulation D under the Securities Act and (b) based on his or her pre-existing relationship with the Dealer, is reasonably believed by the Dealer to be a sophisticated investor (i) possessing such knowledge and experience (or represented by a fiduciary or agent possessing such knowledge and experience) in financial and business matters that he or she is capable of evaluating and bearing the economic risk of an investment in the Notes and (ii) having not less than $5 million in investments (as defined, for purposes of this section, in Rule 2a51 -1 under the Investment Company Act of 1940, as amended).

7. General

7.1 Unless otherwise expressly provided herein, all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 The Issuer agrees that any suit, action or proceeding brought by the Issuer against the Dealer in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the United States federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan. EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.4 This Agreement may be terminated, at any time, by the Issuer, upon one business day's prior notice to such effect to the Dealer, or by the Dealer upon one business day's prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

7.5 This Agreement is not assignable by either party hereto without the written consent of the other party; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any affiliate of the Dealer.

7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7.7 This Agreement is for the exclusive benefit of the parties hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

7.8 The Issuer acknowledges and agrees that the Dealer is acting solely in the capacity of an arm's length contractual counterparty to the Issuer with respect to the offering of the Notes contemplated hereby (including in connection with determining the price and terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of (except to the extent

explicitly set forth herein), the Issuer or any other person. The Dealer has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Dealer has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement. Additionally, the Dealer is not advising the Issuer or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuer shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Dealer shall have no responsibility or liability to the Issuer with respect thereto. Any review by the Dealer of the Issuer, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Dealer and shall not be on behalf of the Issuer.

7.9 This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuer and the Dealer with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FMC Technologies Inc., as Issuer

By: /s/ Alf Melin
Name: Alf Melin
Title: Treasurer

By: /s/ Kurt Niemietz
Name: Kurt Niemietz
Title: Mgr, Treasury Operations

Citigroup Global Markets Inc., as Dealer

By: /s/ James M. Hennessy
Name: James M. Hennessy
Title: Managing Director

Addendum

The following additional clauses shall apply to the Agreement and be deemed a part thereof.

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are Banc of America Securities, Merrill Lynch Money Markets, J.P. Morgan Securities Inc. and Wells Fargo Brokerage Services.

2. The following changes are hereby made to the Agreement:

(a) Section 2.6 of the Agreement is amended by adding the words "and Regulation D thereunder" after the words "Section 4(2) thereof" on the third line of such Section.

(b) A new Section 6.12 is hereby added to the Agreement, as follows:

6.12 "Regulation D" shall mean Regulation D (Rules 501 et seq.) under the Securities Act.

3. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuer:

Address: FMC Technologies, Inc. 1803 Gears Road Houston Tx 77067

Attention: Kurt Niemietz

Telephone number: 281-405.2981

Fax number: _____

For the Dealer:

Address: 390 Greenwich Street, 5th Floor, New York, NY 10013

Attention: Money Markets Origination

Telephone number: (212) 723-6378

Fax number: (212)723-8624

[4] For use where the parties wish to fully rely on the safe harbor in Rule 506, See BMA Model Guidance Note relating to Section 1.6 generally.

Exhibit A

Form of Legend for Private Placement Memorandum and Notes

THE NOTES THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW, AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL BE DEEMED TO REPRESENT THAT (I) IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO THE ISSUER AND THE NOTES, (II) IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND (III) IT IS EITHER (A)(1) AN INSTITUTIONAL INVESTOR OR SOPHISTICATED INDIVIDUAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501 (a) UNDER THE ACT AND WHICH, IN THE CASE OF AN INDIVIDUAL, (i) POSSESSES SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE OR SHE IS CAPABLE OF EVALUATING AND BEARING THE ECONOMIC RISK OF AN INVESTMENT IN THE NOTES AND (ii) HAS NOT LESS THAN $5 MILLION IN INVESTMENTS (AN "INSTITUTIONAL ACCREDITED INVESTOR" OR "SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR", RESPECTIVELY) AND (2)(i) PURCHASING NOTES FOR ITS OWN ACCOUNT, (ii) A BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR (iii) A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN ASSOCIATION) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH ACCOUNTS IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR OR SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR; OR (B) A QUALIFIED INSTITUTIONAL BUYER ("QIB") WITHIN THE MEANING OF RULE 144A UNDER THE ACT THAT IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS, EACH OF WHICH ACCOUNTS IS A QIB; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUER OR TO A PLACEMENT AGENT DESIGNATED BY THE ISSUER AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR, SOPHISTICATED INDIVIDUAL ACCREDITED INVESTOR OR A QIB, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN MINIMUM AMOUNTS OF $250,000.

Exhibit B

Further Provisions Relating to Indemnification

(a) The Issuer agrees to reimburse each Indemnitee for all expenses (including reasonable fees and disbursements of internal and external counsel) as they are incurred by it in connection with investigating or defending any loss, claim, damage, liability or action in respect of which indemnification may be sought under Section 5 of the Agreement (whether or not it is a party to any such proceedings).

(b) Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against the Issuer, notify the Issuer in writing of the existence thereof; provided that (i) the omission to so notify the Issuer will not relieve it from any liability which it may have hereunder unless and except to the extent it did not otherwise learn of such Claim and such failure results in the forfeiture by it of substantial rights and defenses, and (ii) the omission to so notify the Issuer will not relieve it from liability which it may have to an Indemnitee otherwise than on account of this indemnity agreement. In case any such Claim is made against any Indemnitee and it notifies the Issuer of the existence thereof, the Issuer will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the Indemnitee, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee; provided that if the defendants in any such Claim include both the Indemnitee and the Issuer, and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Issuer, the Issuer shall not have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from the Issuer to such Indemnitee of the election of the Issuer to assume the defense of such Claim and approval by the Indemnitee of counsel, the Issuer will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Issuer shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) the Issuer shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable tune after notice of existence of the Claim or (iii) the Issuer has authorized in writing the employment of counsel for the Indemnitee. The indemnity, reimbursement and contribution obligations of the Issuer hereunder shall be in addition to any other liability the Issuer may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuer and any Indemnitee. The Issuer agrees that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnitee from all liability arising out of such Claim and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnitee.

Exhibit C

Statement of Terms for Interest - Bearing Commercial Paper Notes of [Name of Issuer]

THE PROVISIONS SET FORTH BELOW ARE QUALIFIED TO THE EXTENT APPLICABLE BY THE TRANSACTION SPECIFIC [PRICING] [PRIVATE PLACEMENT MEMORANDUM] SUPPLEMENT (THE "SUPPLEMENT") (IF ANY) SENT TO EACH PURCHASER AT THE TIME OF THE TRANSACTION.

1. General. (a) The obligations of the Issuer to which these terms apply (each a "Note") are represented by one or more Master Notes (each, a "Master Note") issued in the name of (or of a nominee for) The Depository Trust Company ("DTC"), which Master Note includes the terms and provisions for the Issuer's Interest-Bearing Commercial Paper Notes that are set forth in this Statement of Terms, since this Statement of Terms constitutes an integral part of the Underlying Records as defined and referred to in the Master Note.

(b) "Business Day" means any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which banking institutions are authorized or required by law, executive order or regulation to be closed in New York City and, with respect to LIBOR Notes (as defined below) is also a London Business Day. "London Business Day" means a day, other than a Saturday or Sunday, on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

2. Interest. (a) Each Note will bear interest at a fixed rate (a "Fixed Rate Note") or at a floating rate (a "Floating Rate Note").

(b) The Supplement sent to each holder of such Note will describe the following terms: (i) whether such Note is a Fixed Rate Note or a Floating Rate Note and whether such Note is an Original Issue Discount Note (as defined below); (ii) the date on which such Note will be issued (the "Issue Date"); (iii) the Stated Maturity Date (as defined below); (iv) if such Note is a Fixed Rate Note, the rate per annum at which such Note will bear interest, if any, and the Interest Payment Dates; (v) if such Note is a Floating Rate Note, the Base Rate, the Index Maturity, the Interest Reset Dates, the Interest Payment Dates and the Spread and/or Spread Multiplier, if any (all as defined below), and any other terms relating to the particular method of calculating the interest rate for such Note; and (vi) any other terms applicable specifically to such Note. "Original Issue Discount Note" means a Note which has a stated redemption price at the Stated Maturity Date that exceeds its Issue Price by more than a specified *de minimis* amount and which the Supplement indicates will be an "Original Issue Discount Note".

(c) Each Fixed Rate Note will bear interest from its Issue Date at the rate per annum specified in the Supplement until the principal amount thereof is paid or made available for payment. Interest on each Fixed Rate Note will be payable on the dates specified in the Supplement (each an "Interest Payment Date" for a Fixed Rate Note) and on the Maturity Date (as defined below). Interest on Fixed Rate Notes will be computed on the basis of a 360-day year of twelve 30-day months.

If any Interest Payment Date or the Maturity Date of a Fixed Rate Note falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest will be payable on the next succeeding Business Day, and no additional interest will accrue in respect of the payment made on that next succeeding Business Day.

(d) The interest rate on each Floating Rate Note for each Interest Reset Period (as defined below) will be determined by reference to an interest rate basis (a "Base Rate") plus or minus a number of basis points (one basis point equals one-hundredth of a percentage point) (the "Spread"), if any, and/or multiplied by a certain percentage (the "Spread Multiplier"), if any, until the principal thereof is paid or made available for payment. The Supplement will designate which of the following Base Rates is applicable to the related Floating Rate Note: (a) the CD Rate (a "CD Rate Note"), (b) the Commercial Paper Rate (a "Commercial Paper Rate Note"), (c) the Federal Funds Rate (a "Federal Funds Rate Note"), (d) LIBOR (a "LIBOR Note"), (e) the Prime Rate (a "Prime Rate Note"), (f) the Treasury Rate (a "Treasury Rate Note") or (g) such other Base Rate as may be specified in such Supplement.

The rate of interest on each Floating Rate Note will be reset daily, weekly, monthly, quarterly or semi-annually (the "Interest Reset Period"). The date or dates on which interest will be reset (each an "Interest Reset Date") will be, unless otherwise specified in the Supplement, in the case of Floating Rate Notes which reset daily, each Business Day, in the case of Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, the Wednesday of each week; in the case of Treasury Rate Notes that reset weekly, the Tuesday of each week; in the case of Floating Rate Notes that reset monthly, the third Wednesday of each month; in the case of Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes that reset semiannually, the third Wednesday of the two months specified in the Supplement. If any Interest Reset Date for any Floating Rate Note is not a Business Day, such Interest Reset Date will be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day. Interest on each Floating Rate Note will be payable monthly, quarterly or semiannually (the "Interest Payment Period") and on the Maturity Date. Unless otherwise specified in the Supplement, and except as provided below, the date or dates on which interest will be payable (each an "Interest Payment Date" for a Floating Rate Note) will be, in the case of Floating Rate Notes with a monthly Interest Payment Period, on the third Wednesday of each month; in the case of Floating Rate Notes with a quarterly Interest Payment Period, on the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes with a semiannual Interest Payment Period, on the third Wednesday of the two months specified in the Supplement. In addition, the Maturity Date will also be an Interest Payment Date,

If any Interest Payment Date for any Floating Rate Note (other than an Interest Payment Date occurring on the Maturity Date) would otherwise be a day that is not a Business Day, such Interest Payment Date shall be postponed to the next day that is a Business Day, except that in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day. If the Maturity Date of a Floating Rate Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such maturity.

Interest payments on each Interest Payment Date for Floating Rate Notes will include accrued interest from and including the Issue Date or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, such Interest Payment Date. On the Maturity Date, the interest payable on a Floating Rate Note will include interest accrued to, but excluding, the Maturity Date. Accrued interest will be calculated by multiplying the principal amount of a Floating

Rate Note by an accrued interest factor. This accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal) for each such day will be computed by dividing the interest rate applicable to such day by 360, in the cases where the Base Rate is the CD Rate, Commercial Paper Rate, Federal Funds Rate, LIBOR or Prime Rate, or by the actual number of days in the year, in the case where the Base Rate is the Treasury Rate. The interest rate in effect on each day will be (i) if such day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date (as defined below) pertaining to such Interest Reset Date, or (ii) if such day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date pertaining to the next preceding Interest Reset Date, subject in either case to any adjustment by a Spread and/or a Spread Multiplier.

The "Interest Determination Date" where the Base Rate is the CD Rate or the Commercial Paper Rate will be the second Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Federal Funds Rate or the Prime Rate will be the Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is LIBOR will be the second London Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Treasury Rate will be the day of the week in which such Interest Reset Date falls when Treasury Bills are normally auctioned. Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is held on the following Tuesday or the preceding Friday. If an auction is so held on the preceding Friday, such Friday will be the Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week.

The "Index Maturity" is the period to maturity of the instrument or obligation from which the applicable Base Rate is calculated.

The "Calculation Date," where applicable, shall be the earlier of (i) the tenth calendar day following the applicable Interest Determination Date or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity Date,

All times referred to herein reflect New York City time, unless otherwise specified.

The Issuer shall specify in writing to the Issuing and Paying Agent which party will be the calculation agent (the "Calculation Agent") with respect to the Floating Rate Notes. The Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note to the Issuing and Paying Agent as soon as the interest rate with respect to such Floating Rate Note has been determined and as soon as practicable after any change in such interest rate.

All percentages resulting from any calculation on Floating Rate Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five-one millionths of a percentage point rounded upwards. For example, 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655). All dollar amounts used in or resulting from any calculation on Floating Rate Notes will be rounded, in the case of U.S. dollars, to the nearest cent or, in the case of a foreign currency, to the nearest unit (with one-half cent or unit being rounded upwards).

CD Rate Notes

"CD Rate" means the rate on any Interest Determination Date for negotiable certificates of deposit having the Index Maturity as published by the Board of Governors of the Federal Reserve System (the "FRB") in "Statistical Release H.15(519), Selected Interest Rates" or any successor publication of the FRB ("H. 15(519)") under the heading "CDs (Secondary Market)".

If the above rate is not published in H.15 (519) by 3:00 p.m. on the Calculation Date, the CD Rate will be the rate on such Interest Determination Date set forth in the daily update of H.15(519), available through the world wide website of the FRB at http://www.federalreserve.gov/releases/h15/Update, or any successor site or publication or other recognized electronic source used for the purpose of displaying the applicable rate ("H.15 Daily Update") under the caption "CDs (Secondary Market)".

If such rate is not published in either H.15(519) or H.15 Daily Update by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the CD Rate to be the arithmetic mean of the secondary market offered rates as of 10:00 a.m. on such Interest Determination Date of three leading nonbank dealers[5] in negotiable U.S. dollar certificates of deposit in New York City selected by the Calculation Agent for negotiable U.S. dollar certificates of deposit of major United States money center banks of the highest credit standing in the market for negotiable certificates of deposit with a remaining maturity closest to the Index Maturity in the denomination of $5,000,000.

If the dealers selected by the Calculation Agent are not quoting as set forth above, the CD Rate will remain the CD Rate then in effect on such Interest Determination Date.

Commercial Paper Rate Notes

"Commercial Paper Rate" means the Money Market Yield (calculated as described below) of the rate on any Interest Determination Date for commercial paper having the Index Maturity, as published in H.15(519) under the heading "Commercial Paper-Nonfinancial".

If the above rate is not published in H.15(519) by 3:00 p.m. on the Calculation Date, then the Commercial Paper Rate will be the Money Market Yield of the rate on such Interest Determination Date for commercial paper of the Index Maturity as published in H.15 Daily Update under the heading "Commercial Paper-Nonfinancial".

If by 3:00 p m. on such Calculation Date such rate is not published in either H.15 (519) or H.15 Daily Update, then the Calculation Agent will determine the Commercial Paper Rate to be the Money Market Yield of the arithmetic mean of the offered rates as of 11:00 a.m. on such Interest Determination Date of three leading dealers of U.S. dollar commercial paper in New York City selected by the Calculation Agent for commercial paper of the Index Maturity placed for an industrial issuer whose bond rating is "AA," or the equivalent, from a nationally recognized statistical rating organization.

If the dealers selected by the Calculation Agent are not quoting as mentioned above, the Commercial Paper Rate with respect to such Interest Determination Date will remain the Commercial Paper Rate then in effect on such Interest Determination Date.

[5] Such nonbank dealers referred to in this Statement of Terms may include affiliates of the Dealer.

"Money Market Yield" will be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal and "M" refers to the actual number of days in the interest period for which interest is being calculated.

Federal Funds Rate Notes

"Federal Funds Rate" means the rate on any Interest Determination Date for federal funds as published in H.15(519) under the heading "Federal Funds (Effective)" and displayed on Moneyline Telerate (or any successor service) on page 120 (or any other page as may replace the specified page on that service) ("Telerate Page 120").

If the above rate does not appear on Telerate Page 120 or is not so published by 3:00 p.m. on the Calculation Date, the Federal Funds Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update under the heading "Federal Funds/(Effective)".

If such rate is not published as described above by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Federal Funds Rate to be the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by each of three leading brokers of Federal Funds transactions in New York City selected by the Calculation Agent prior to 9:00 a.m. on such Interest Determination Date.

If the brokers selected by the Calculation Agent are not quoting as mentioned above, the Federal Funds Rate will remain the Federal Funds Rate then in effect on such Interest Determination Date,

LJBOR Notes

The London Interbank offered rate ("LIBOR") means, with respect to any Interest Determination Date, the rate for deposits in U.S. dollars having the Index Maturity that appears on the Designated LIBOR Page as of 11:00 am London time, on such Interest Determination Date.

If no rate appears, LIBOR will be determined on the basis of the rates at approximately 11:00 a.m., London time, on such Interest Determination Date at which deposits in U.S. dollars are offered to prime banks in the London interbank market by four major banks in such market selected by the Calculation Agent for a term equal to the Index Maturity and in principal amount equal to an amount that in the Calculation Agent's judgment is representative for a single transaction in U.S. dollars in such market at such time (a "Representative Amount"). The Calculation Agent will request the principal London office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, LIBOR will be the arithmetic mean of such quotations. If fewer than two quotations are provided, LIBOR for such interest period will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in New York City, on such Interest Determination Date by three major banks in New York City, selected by the Calculation Agent, for loans in U.S. dollars to leading European banks, for a term equal to the Index Maturity and in a Representative Amount; provided, however, that if fewer than three banks so selected by the Calculation Agent are providing such quotations, the then existing LIBOR rate will remain in effect for such Interest Payment Period.

"Designated LIBOR Page" means the display designated as page "3750" on Moneyline Telerate (or such other page as may replace the 3750 page on that service or such other service or services as may be nominated by the British Bankers' Association for the purposes of displaying London interbank offered rates for U.S. dollar deposits).

Prime Rate Notes

"Prime Rate" means the rate on any Interest Determination Date as published in H.I5(519) under the heading "Bank Prime Loan".

If the above rate is not published in H.15(519) prior to 3:00 p.m. on the Calculation Date, then the Prime Rate will be the rate on such Interest Determination Date as published in H.I 5 Daily Update opposite the caption "Bank Prime Loan".

If the rate is not published prior to 3:00 p.m. on the Calculation Date in either H.I 5 (519) or H.I 5 Daily Update, then the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen US PRIME 1 Page (as defined below) as such batik's prime rate or base lending rate as of 11:00 a.m. on that Interest Determination Date.

If fewer than four such rates referred to above are so published by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by 360 as of the close of business on such Interest Determination Date by three major banks in New York City selected by the Calculation Agent.

If the banks selected are not quoting as mentioned above, the Prime Rate will remain the Prime Rate in effect on such Interest Determination Date.

"Reuters Screen US PRIME1 Page" means the display designated as page "US PRIME1" on the Reuters Monitor Money Rates Service (or such other page as may replace the US PRIME1 page on that service for the purpose of displaying prime rates or base lending rates of major United States banks).

Treasury Rate Notes

"Treasury Rate" means:

(1) the rate from the auction held on the Interest Determination Date (the "Auction") of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified in the Supplement under the caption "INVESTMENT RATE" on the display on Moneyline Telerate (or any successor service) on page 56 (or any other page as may replace that page on that service) ("Telerate Page 56") or page 57 (or any other page as may replace that page on that service) ("Telerate Page 57"), or

(2) if the rate referred to in clause (1) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield (as defined below) of the rate for the applicable Treasury Bills as published in H.I 5 Daily Update, under the caption "U.S. Government Securities/Treasury Bills/Auction High", or

(3) if the rate referred to in clause (2) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills as announced by the United States Department of the Treasury, or

(4) if the rate referred to in clause (3) is not so announced by the United States Department of the Treasury, or if the Auction is not held, the Bond Equivalent Yield of the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.I 5(519) under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or

(5) if the rate referred to in clause (4) not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update, under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or

(6) if the rate referred to in clause (5) is not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date calculated by the Calculation Agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m. on that Interest Determination Date, of three primary United States government securities dealers selected by the Calculation Agent for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity specified in the Supplement, or

(7) if the dealers so selected by the Calculation Agent are not quoting as mentioned in clause (6), the Treasury Rate in effect on the particular Interest Determination Date.

"Bond Equivalent Yield" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal, "N" refers to 365 or 366, as the case may be, and "M" refers to the actual number of days in the applicable Interest Reset Period.

3. Final Maturity. The Stated Maturity Date for any Note will be the date so specified in the Supplement, which shall be no later than 397 days from the date of issuance. On its Stated Maturity Date, or any date prior to the Stated Maturity Date on which the particular Note becomes due and payable by the declaration of acceleration, each such date being referred to as a Maturity Date, the principal amount of each Note, together with accrued and unpaid interest thereon, will be immediately due and payable.

4. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" with respect to a Note: (i) default in any payment of principal of or interest on such Note (including on a redemption thereof); (ii) the Issuer or the Guarantor makes any compromise arrangement with its creditors generally including the entering into any form of moratorium with its creditors generally; (iii) a court having jurisdiction shall enter a decree or order for relief in respect of the Issuer or the Guarantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or there shall be appointed a receiver,

administrator, liquidator, custodian, trustee or sequestrator (or similar officer) with respect to the whole or substantially the whole of the assets of the Issuer or the Guarantor and any such decree, order or appointment is not removed, discharged or withdrawn within 60 days thereafter; or (iv) the Issuer or the Guarantor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, administrator, liquidator, assignee, custodian, trustee or sequestrator (or similar official), with respect to the whole or substantially the whole of the assets of the Issuer or the Guarantor or make any general assignment for the benefit of creditors. Upon the occurrence of an Event of Default, the principal of each obligation evidenced by such Note (together with interest accrued and unpaid thereon) shall become, without any notice or demand, immediately due and payable.[6]

5. Obligation Absolute. No provision of the Issuing and Paying Agency Agreement under which the Notes are issued shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on each Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. Supplement. Any term contained in the Supplement shall supersede any conflicting term contained herein.

[6] Unlike single payment roles, where a default arises only at the stated maturity, interest-bearing notes with multiple payment dates should contain a default provision permitting acceleration of the maturity if the Issuer defaults on an interest payment.

Exhibit D

Model Opinion of Counsel to Issuer[7]

December

Citigroup Global Markets Inc.
390 Greenwich Street. 5th Floor
New York, NY 10013
Attn: Money Markets Origination

Ladies and Gentlemen:

We have acted as counsel to _____, a _____ corporation (the "Issuer"), in connection with the proposed offering and sale by the Issuer in the United States of commercial paper in the form of short-term promissory notes (the "Notes").

In our capacity as such counsel, we have examined a specimen form of Note, an executed copy of the Commercial Paper Dealer Agreement dated _____, _____ (the "Agreement") among the Issuer and J.P. Morgan Securities Inc. (the "Dealer") and the Issuing and Paying Agency Agreement dated _____, _____ (the "Issuing and Paying Agency Agreement") between the Issuer and _____, as issuing and paying agent (the "Issuing and Paying Agent") as well as originals, or copies certified or otherwise identified to our satisfaction, of such other records and documents as we have deemed necessary as a basis for the opinions expressed below. In such examination, we have assumed the genuineness of all documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as copies.

Capitalized terms used herein without definition are used as defined in the Agreement.

Based upon the foregoing, it is our opinion that:

1. The Issuer is a corporation duly organized, validly existing and in good standing under the laws of the state of _____ and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, the Agreement and the Issuing and Paying Agency Agreement.

2. Each of the Agreement and the Issuing and Paying Agency Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

[7] Set forth below are the operative provisions on which the Dealer will generally expect a legal opinion. Parties should recognize that there may be additions to the Dealer's opinion request, and variations as to the opinion language, depending on the details of the transaction and the differing opinion practices of law firms; it may also be necessary to split the opinion between two or more counsels where no one counsel is in a position to opine as to all subjects or in all relevant jurisdictions.

3. The Notes have been duly authorized, and when issued as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4. The issuance and sale of Notes under the circumstances contemplated by the Agreement and the Issuing and Paying Agency Agreement do not require registration of the Notes under the Securities Act of 1933, as amended, pursuant to the exemption from registration contained in Section 4(2) thereof [and Regulation D thereunder], and do not require compliance with any provision of the Trust Indenture Act of 1939, as amended; and the Notes will rank at least pan passu with all other unsecured and unsubordinated indebtedness of the Issuer.

5. [Except as provided in Section 1.6(j) of the Agreement,][8] No consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the Securities and Exchange Commission, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, the Agreement, the Notes or the Issuing and Paying Agency Agreement, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

6. Neither the execution and delivery of the Agreement and the Issuing and Paying Agency Agreement, nor the issuance of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions of either thereof by the Issuer, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer, or (ii) violate or result in a breach or default under any of the terms of the Issuer's charter documents or by-laws, any contract or instrument to which the Issuer is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which the Issuer is subject or by which it or its property is bound.

7. There is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or any of its subsidiaries which might result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under the Agreement, the Notes or the Issuing and Paying Agency Agreement.

8. The Issuer is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.[9]

[8] To be added where the parties wish to fully rely on the safe harbor in Rule 506. See BMA Model Guidance Note relating to Section 1.6 generally and paragraph 2 in the Addendum.

[9] The phrase "or an entity controlled by an investment company" is not included in this paragraph or in the representation in Section 2.11 of the Agreement. See BMA Model Guidance Note to Section 2.11 for a description of the limited circumstances where this phrase should be included.

This opinion may be delivered to the Issuing and Paying Agent, each holder from time to time of Notes and any nationally recognized rating agency (in connection with the rating of the Notes), each of which may rely on this opinion to the same extent as if such opinion were addressed to it.

Very truly yours,

Model Certificate as to Resolutions[10]
[Name of Issuer]

I, _____, the [Assistant] Secretary of _____, a _____ corporation (the "Issuer"), do hereby certify, in connection with the issuance and sale of short-term promissory notes under the Commercial Paper Dealer Agreement dated _____, ____ (the "Agreement", the terms defined therein being used herein as therein defined) between the Issuer and J.P. Morgan Securities Inc. (the "Dealer"), that:

1. The following resolution was duly adopted by the Board of Directors of the Issuer [by unanimous written consent dated _____, _____] [at a meeting thereof duly called and held on _____, _____, at which meeting a quorum was present and acting throughout], and such resolution has not been amended, modified or revoked and is in full force and effect on the date hereof:

   RESOLVED, that the Chairman of the Board, the President, the Executive Vice President, any Vice President and the Treasurer of the Issuer be, and each of them hereby is, individually authorized to: (i) borrow for the use and benefit of the Issuer from time to time through the issuance of commercial paper notes[11]; (ii) execute such commercial paper notes in the name and on behalf of the Issuer and issue such notes in accordance with the Issuing and Paying Agency Agreement referred to below; (iii) execute and deliver (A) a Commercial Paper Dealer Agreement between the Issuer and J.P. Morgan Securities Inc., as Dealer, providing, among other things, for the sale of commercial paper notes on behalf of the Issuer and the indemnification of the Dealer in connection therewith, (B) an Issuing and Paying Agency Agreement between the Issuer and _____, as issuing and paying agent, and (C) a Letter of Representations addressed to The Depository Trust Company; (iv) execute and file with the Securities and Exchange Commission Form D and any and all amendments thereto, as required by Section 1.6(j) of the Agreement;[12] (v) delegate to any other officers or employees of the Issuer authority to give instructions to the Dealer pursuant to the Agreement; and (vi) do such acts and execute such other instruments and documents as may be necessary and proper to effect the transactions contemplated hereby including (a) amending documents referred to herein and (b) appointing additional dealers and successors to any of the parties named.

[10] This model certificate will serve as a guide for resolutions adopted by the Issuer. Any resolutions actually adopted, regardless of form, should cover all the substantive matters covered in this model, and a certificate substantially to the effect of this model is required to be delivered to the Dealer under Section 3.6(c) of the Agreement.

[11] The reference to a specific dollar amount was removed in order to provide issuers flexibility with respect to the total amount of commercial paper issued without having to update the Resolutions.

[12] Clause (iv) may be deleted if Section 1.6(j) is not part of the Agreement. See paragraph *2* of the Addendum and the BMA Model Guidance Note relating to Section 1.6 generally.

2. Each of the Agreement and the Issuing and Paying Agency Agreement, as executed and delivered by the Issuer, is substantially in the form thereof approved by the Board of Directors and referred to in the resolution set forth in paragraph 1 hereof.

IN WITNESS WHEREOF, I have signed this certificate the _____ day of _____, _____.

_____

[Assistant] Secretary

Exhibit 10.14

ISSUING AND PAYING AGENCY AGREEMENT

This Agreement is made as of the 3rd day of January, 2004 by and between FMC Technologies, Inc. (the **"Issuer"**) and Wells Fargo Bank, National Association (the **"Agent"**).

WHEREAS, at Issuer's request, Wells Fargo Bank, National Association (the "Bank") has agreed to act as Agent for Issuer as of the date hereof specified herein in connection with one or more "Commercial Paper Programs" (as that term is defined in this Agreement) established by the Issuer from time to time; and

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize the terms and conditions pursuant to which the Bank shall act as Agent for a Commercial Paper Program.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions provided for in this Agreement, the parties hereto agree as follows:

1. APPOINTMENT AND ACCEPTANCE

The Issuer hereby appoints Agent as its issuing and paying agent in connection with the issuance from time to time and payment of certain short-term promissory notes of the Issuer (the **"Notes"**) in connection with Commercial Paper Programs established by the Issuer, as more fully described herein, and Agent agrees to act as such agent upon the terms and conditions contained in this Agreement.

2. COMMERCIAL PAPER PROGRAMS

The Issuer may establish one or more commercial paper programs (a "Commercial Paper Program") for the issuance of Notes under this Agreement by delivering to Agent a completed program schedule (the **"Program Schedule"**), with respect to each such program. Agent has given the Issuer a copy of the current form of Program Schedule and the Issuer shall complete and return its first Program Schedule to Agent prior to or simultaneously with the execution of this Agreement. In the event that any of the information provided in, or attached to, a Program Schedule shall change, the Issuer shall promptly inform Agent of such change in writing.

3. NOTES

a. All Notes issued by the Issuer under this Agreement pursuant to a Commercial Paper Program shall be promissory notes having a maturity, at the time of issuance and upon any renewal thereof, not exceeding 365 days, and shall be exempt from the registration requirements of the Securities Act of 1933, as amended, as indicated on the Program Schedules, and from applicable state securities laws. The Notes may be placed by dealers (the **"Dealers"**) pursuant to Section 4 hereof. The Notes shall be issued in book-entry form as provided in sub-paragraph (b) below.

b. The Notes shall not be issued in physical form, but their aggregate face amount shall be represented by a master note (the **"Master Note"**) in the form of Exhibit A executed by the Issuer pursuant to the book-entry commercial paper program of The Depository Trust Company (**"DTC"**). Agent shall maintain the Master Note in safekeeping, in accordance with its customary practices, on behalf of Cede & Co., the registered owner thereof and nominee of DTC. As long as Cede & Co. is the registered owner of the Master Note, the beneficial ownership interest therein shall be shown on, and the transfer of ownership thereof shall be effected through, entries on the books maintained by DTC and the books of its direct and indirect participants. The Master Note and the Notes shall be subject to DTC's rules and procedures, as amended from time to time. Agent shall not be liable or responsible for sending transaction statements of any kind to DTC's participants or the beneficial owners of the Notes, or for maintaining, supervising or reviewing the records of DTC or its participants with respect to such Notes. In connection with DTC's program, the Issuer understands that as one of the conditions of its participation therein it shall be necessary for the Issuer and Agent to enter into a Letter of Representations, in the form of Exhibit B hereto, and for DTC to receive and accept such Letter of Representations. In accordance with DTC's program, the Issuer shall obtain from the CUSIP Service Bureau a written list of CUSIP numbers for the Notes, and shall deliver such list to DTC and to Agent. The CUSIP Service Bureau shall bill the Issuer directly for the fee or fees payable for the list of CUSIP numbers for the Notes.

4. AUTHORIZED REPRESENTATIVES

The Issuer shall deliver to Agent a duly adopted corporate resolution from the Issuer's Board of Directors authorizing the issuance of Notes under each program established pursuant to this Agreement and a certificate of incumbency, with specimen signatures attached, of those officers, employees and agents, including, without limitation, any Dealers of the Issuer authorized to take certain actions with respect to the Notes as provided in this Agreement (each such person is hereinafter referred to as an **"Authorized Representative"**). Until Agent receives any subsequent incumbency certificates of the Issuer, Agent shall be entitled to rely on the last incumbency certificate delivered to it for the purpose of determining the Authorized Representatives.

5. ISSUANCE INSTRUCTIONS TO AGENT; PAYMENT OF PURCHASE PRICE FOR NOTES

The Issuer understands that all instructions under this Agreement are to be directed to Agent's Corporate Trust Operations Department, and may be given in writing or by telephone, provided a written confirmation of such telephonic instructions is delivered to Agent's Corporate Trust Operations Department by electronic mail, courier, facsimile transmission, tested telex, or some equally prompt means no later than two hours after Agent's receipt of such telephonic instructions. In the event that a discrepancy exists between a telephonic instruction and a written confirmation, the telephonic instruction will be deemed the controlling and proper instruction. Agent may electronically record any conversations made pursuant to this Agreement, and the Issuer hereby consents to such recordings. All issuance instructions regarding the Notes must be received by 12 noon, Minneapolis, Minnesota time, in order for the Notes to be issued or

delivered on the same day. Upon receipt of issuance instructions from the Issuer or its Dealers with respect to the Notes, Agent shall transmit such instructions to DTC and direct DTC to cause appropriate entries of the Notes to be made in accordance with DTC's applicable rules, regulations and procedures for book-entry commercial paper programs. Agent shall assign CUSIP numbers to the Notes to identify the Issuer's aggregate principal amount of outstanding Notes in DTC's system, together with the aggregate unpaid interest (if any) on such Notes. Promptly following DTC's established settlement time on each issuance date, Agent shall access DTC's system to verify whether settlement has occurred with respect to the Notes. Prior to the close of business on such business day, Agent shall deposit immediately available funds in the amount of the proceeds due the Issuer (if any) to the Issuer's account at Agent and designated in the applicable Program Schedule (the **"Account"**), provided that Agent has received DTC's confirmation that the Notes have settled in accordance with DTC's applicable rules, regulations and procedures. Agent shall have no liability to the Issuer whatsoever if any DTC participant purchasing a Note fails to settle or delays in settling its balance with DTC or if DTC fails to perform in any respect.

6. **USE OF SALES PROCEEDS IN ADVANCE OF PAYMENT**

Agent shall not be obligated to credit the Issuer's Account unless and until payment of the purchase price of each Note is received by Agent. From time to time, Agent, in its sole discretion, may permit the Issuer to have use of funds payable with respect to a Note prior to Agent's receipt of the sales proceeds of such Note. If Agent makes a deposit, payment or transfer of funds on behalf of the Issuer before Agent receives payment for any Note, such deposit, payment or transfer of funds shall represent an advance by Agent to the Issuer to be repaid promptly, and in any event on the same day as it is made, from the proceeds of the sale of such Note, or by the Issuer if such proceeds are not received by Agent.

7. **PAYMENT OF MATURED NOTES**

On any day when a Note matures or is prepaid, the Issuer shall transmit, or cause to be transmitted, to the Account, prior to 12 noon, Minneapolis, Minnesota time on the same day, an amount of immediately available funds sufficient to pay the aggregate principal amount of such Note and any applicable interest due. Agent shall pay the interest (if any) and principal on a Note to DTC in immediately available funds, which payment shall be by net settlement of Agent's account at DTC. Agent shall have no obligation under the Agreement to make any payment for which there is not sufficient, available and collected funds in the Account, and Agent may, without liability to the Issuer, refuse to pay any Note that would result in an overdraft to the Account.

8. **OVERDRAFTS**

An overdraft will exist in an Account if Agent, in its sole discretion, (i) permits an advance to be made pursuant to Section 6 and, notwithstanding the provisions of Section 6, such advance is not repaid in full on the same day as it is made, or (ii) pays a Note pursuant to Section 7 in excess of the available collected balance in such Account. Overdrafts shall be subject to the imposition of interest. The Issuer shall repay any such overdraft no later than the next business day, together with interest on the overdraft at the rate defined as Wells Fargo Bank's Prime Rate then in effect plus 2% for the Account, computed from and including the date of the overdraft to the date of repayment (but not including the date of repayment).

9. **NO PRIOR COURSE OF DEALING**

No prior action or course of dealing on the part of Agent with respect to payments of matured Notes shall give rise to any claim or cause of action by the Issuer against Agent in the event that Agent refuses to pay or settle any Notes for which the Issuer has not timely provided funds as required by this Agreement.

10. **INFORMATION FURNISHED BY AGENT**

Upon the reasonable request of the Issuer, Agent shall promptly provide the Issuer with information with respect to any Note issued and paid hereunder.

11. **REPRESENTATIONS AND WARRANTIES**

The Issuer represents and warrants that it has the right, capacity and authority to enter into this Agreement. The Issuer further represents and warrants that each Note, when issued and distributed upon its instruction pursuant to this Agreement, shall constitute the legal, valid and binding obligation of the Issuer and shall be issued in a transaction which is exempt from registration under the Securities Act of 1933, as amended, and any applicable state securities law.

12. **DISCLAIMERS**

Neither Agent nor its directors, officers, employees or agents shall be liable for any act or omission under this Agreement except in the case of gross negligence or willful misconduct of Agent or any of its directors, officers, employees or agents. IN NO EVENT SHALL AGENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. In no event shall Agent be considered negligent in consequence of complying with DTC's rules, regulations and procedures. The duties and obligations of Agent, its directors, officers, employees or agents shall be determined by the express provisions of this Agreement and they shall not be liable

except for the performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. Neither Agent nor its directors, officers, employees or agents shall be required to ascertain whether any issuance or sale of any Notes (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the Issuer is a party (whether or not Agent is also a party to such agreement).

13. **INDEMNIFICATION**

The Issuer agrees to indemnify and hold harmless Agent, its directors, officers, employees and agents from and against any and all liabilities, claims, losses, damages, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) suffered or incurred by or asserted or assessed against Agent or any of them arising out of Agent or any of them acting as the Issuer's agent under this Agreement, except for such liability, claim, loss, damage, penalty, cost or expense resulting from the gross negligence or willful misconduct of Agent or any of its directors, officers, employees or agents. This indemnity will survive the termination of this Agreement.

14. **EVIDENCE OF AUTHORITY**

The Issuer shall deliver to Agent all documents, including without limitation an opinion of counsel, that it may reasonably request relating to the existence of the Issuer and authority of the Issuer for this Agreement.

15. **NOTICES**

All notices, confirmations and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing and shall be sent by first-class mail, postage prepaid, by telecopier or by hand, addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the party sending such notice:

If to the Issuer:

FMC Technologies, Inc.
200 East Randolph Drive
Chicago, IL 60601
Attn: Joseph J. Meyer
Telephone: 312.861.6146
Facsimile: 312.861.5797

If to Agent concerning the daily issuance and redemption of Notes:

Attention: Corporate Trust Operations
MAC N9303-121
6th Street and Marquette Avenue
Minneapolis, MN 55479
Telephone: (612) 316-2351
Facsimile: (612) 667-4927

16. **COMPENSATION**

The Issuer shall pay compensation for services pursuant to this Agreement in accordance with the pricing schedule attached hereto as Exhibit C or as otherwise agreed to by Agent and the Issuer from time to time and upon such payment terms as the parties shall determine. The Issuer shall also reimburse Agent for any fees and charges imposed by DTC with respect to services provided in connection with the Notes.

17. **BENEFIT OF AGREEMENT; ASSIGNMENT**

Except as otherwise provided in this Section 17, this Agreement is solely for the benefit of the parties hereto and no other person shall acquire or have any right under or by virtue hereof. This Agreement shall be binding upon the successors and assigns of each of Issuer and Agent, except that this Agreement may not be assigned by either party hereto to any other person or entity, without the express written consent of the other party.

18. **TERMINATION**

This Agreement may be terminated at any time by either party upon 60 days prior written notice to the other, but such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

19. **FORCE MAJEURE**

In no event shall Agent be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond Agent's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond Agent's control whether or not of the same class or kind as specifically named above. Agent shall promptly notify the Issuer of the impediment to performance and use commercially reasonable efforts to remove or otherwise address such impediment as soon as practicable.

20. **ENTIRE AGREEMENT**

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between Agent and the Issuer with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, communications, discussions and agreements between the parties concerning the subject matter of this Agreement.

21. **WAIVERS AND AMENDMENTS**

No failure or delay on the part of any party in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right. Any such waiver shall be effective only in the specific instance and for the purpose for which it is given. No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Issuer and Agent.

22. **BUSINESS DAY**

Whenever any payment to be made hereunder shall be due on a day which is not a business day for Agent, then such payment shall be made on Agent's next succeeding business day.

23. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterparts together shall constitute but one instrument.

24. **HEADINGS**

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms of this Agreement.

25. **GOVERNING LAW**

This Agreement and the Notes shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws provisions thereof.

27. **WAIVER OF TRIAL BY JURY**

EACH PARTY HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by duly authorized officers as of the date hereof.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Kathleen Wagner
Name: Kathleen Wagner

FMC TECHNOLOGIES, INC.

By: /s/ Joseph J. Meyer
Name: Joseph J. Meyer

FMC TECHNOLOGIES
Commercial Paper Program

Issuing And Paying Agent Services

I. Acceptance Fee **$2500**

This is a one-time fee, payable upon execution of the Issuing and Paying Agent agreement, which covers the examination of the appropriate primary documents and other supporting documents and setting up all necessary accounts and records. Extraordinary legal expenses, while not anticipated, if incurred, are not included in the initial fee. Acceptance Fee shall be due at closing.

II. Annual Administration Fee: **$5000**

This annual fee covers the annual expense of maintaining transaction records on our Issuing and Paying Agent systems, system and payment expenses relating to issuance and maturity of commercial paper, report generation, and safekeeping and authentication services. Includes up to 400 trades per year. Additional trades shall be billed at $15 per trade. If maturing commercial paper is "rolled over" into a new issuance, the combined maturity and issuance count as one trade. If the re-issuance uses multiple CUSIP numbers, each CUSIP number represents a trade. First year fee shall be due at closing and annually thereafter.

III. Reimbursable Charges:

All reasonable out-of-pocket expenses such as, but not limited to, professional services (such as attorneys and accountants), postage, courier services, stationery, printing, long distance telephone, publication costs, disclosure, travel, etc. will be billed at cost.

IV. Extraordinary Services:

The fees quoted in this schedule are intended to cover standard services and accordingly are subject to change should the circumstances warrant. Fees for performing services not included in this schedule or not contemplated at the time of issuance, will be determined by an analysis of the particular service to be performed, expense incurred and responsibility assumed.

Exhibit 21.1

SIGNIFICANT SUBSIDIARIES OF THE REGISTRANT
December 31, 2009

Company(1)	Organized Under Laws of	Percent of Voting Securities Owned(2)
CDS Engineering BV	The Netherlands	100%
Direct Drive Systems, Inc.	Delaware	100%
FMC Kongsberg Holding AS	Norway	100%
FMC Kongsberg International A.G.	Switzerland	100%
FMC Kongsberg Services Limited	England	100%
FMC Kongsberg Subsea AS	Norway	100%
FMC Production Services AS	Norway	100%
FMC Subsea Service, Inc.	Delaware	100%
FMC Technologies A.G.	Switzerland	100%
FMC Technologies Argentina S. R. L.	Argentina	100%
FMC Technologies AS	Norway	100%
FMC Technologies Australia Ltd.	Australia	100%
FMC Technologies B.V.	The Netherlands	100%
FMC Technologies Company	Canada	100%
FMC Technologies C.V.	The Netherlands	100%
FMC Technologies de Mexico, S.A. de C.V.	Mexico	100%
FMC Technologies do Brasil Ltda.	Brazil	100%
FMC Technologies Limited	England	100%
FMC Technologies Measurement Solutions, Inc.	Delaware	100%
FMC Technologies S.A.	France	100%
FMC Technologies Singapore Pte. Ltd.	Singapore	100%
FMC Technologies Pty Ltd.	South Africa	100%
FMC Wellhead Equipment Sdn. Bhd.	Malaysia	100%
Multi Phase Meters AS	Norway	100%
PT FMC Santana Petroleum Equipment Indonesia	Indonesia	60%
Smith Meter G.m.b.H.	Germany	100%
Smith Meter Holdings Ltd.	Delaware	100%

(1) The names of various active and inactive subsidiaries have been omitted. Such subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary. The Company also holds noncontrolling interests in certain other affiliates. These entities are not subject to inclusion in the determination of the Company's significant subsidiaries.

(2) Percentages shown for indirect subsidiaries reflect the percentage of voting securities owned by the parent as of December 31, 2009.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
FMC Technologies, Inc.:

We consent to the incorporation by reference in the registration statements (Nos. 333-62996, 333-76210, 333-762114, and 333-76216) on Form S-8 of FMC Technologies, Inc. of our reports dated March 1, 2010, with respect to the consolidated balance sheets of FMC Technologies, Inc. and consolidated subsidiaries as of December 31, 2009 and 2008, and the related consolidated statements of income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2009, and all related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2009, which reports appear in the December 31, 2009 annual report on Form 10-K of FMC Technologies, Inc.

/s/ KPMG LLP

Houston, Texas
March 1, 2010

Exhibit 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Peter D. Kinnear, certify that:

1. I have reviewed this annual report on Form 10-K of FMC Technologies, Inc. (the "registrant");

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: March 1, 2010

/S/ PETER D. KINNEAR

Peter D. Kinnear
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION

I, William H. Schumann, III, certify that:

1. I have reviewed this annual report on Form 10-K of FMC Technologies, Inc. (the "registrant");

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: March 1, 2010

/S/ WILLIAM H. SCHUMANN, III

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

Exhibit 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

I, Peter D. Kinnear, Chairman, President 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:

(a) the Annual Report on Form 10-K of the Company for the year ended December 31, 2009, 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: March 1, 2010

/S/ PETER D. KINNEAR

Peter D. Kinnear
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 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

I, William H. Schumann, III, Executive Vice President, Chief Financial Officer and Treasurer 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:

(a) the Annual Report on Form 10-K of the Company for the year ended December 31, 2009, 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: March 1, 2010

/S/ WILLIAM H. SCHUMANN, III
William H. Schumann, III
Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)