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

FORM 10-Q

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

For the quarterly period ended September 30, 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 (State or other jurisdiction of incorporation or organization)	**36-4412642** (I.R.S. Employer Identification No.)
1803 Gears Road, Houston, Texas (Address of principal executive offices)	**77067** (Zip Code)

(281) 591-4000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, 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 whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" 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 ☒

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

Class	Outstanding at October 29, 2009
Common Stock, par value $0.01 per share	**122,173,816**

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated Statements of Income (Unaudited)
(In millions, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
Revenue	$1,088.4	$1,127.6	$3,245.2	$3,345.8
Costs and expenses:				
Cost of sales	835.7	888.2	2,536.1	2,664.7
Selling, general and administrative expense	98.4	82.2	281.0	257.8
Research and development expense	13.1	12.2	34.4	32.9
Total costs and expenses	947.2	982.6	2,851.5	2,955.4
Other expense, net	(5.7)	(6.2)	(2.4)	(11.5)
Income before net interest expense and income taxes	135.5	138.8	391.3	378.9
Net interest expense	(2.1)	(0.9)	(6.5)	(0.8)
Income from continuing operations before income taxes	133.4	137.9	384.8	378.1
Provision for income taxes	41.6	45.1	114.8	117.7
Income from continuing operations	91.8	92.8	270.0	260.4
Income (loss) from discontinued operations, net of income taxes	0.4	(9.7)	0.2	11.0
Net income	92.2	83.1	270.2	271.4
Less: net income attributable to noncontrolling interests	(0.6)	(0.4)	(1.6)	(1.4)
Net income attributable to FMC Technologies, Inc.	$ 91.6	$ 82.7	$ 268.6	$ 270.0
Basic earnings per share attributable to FMC Technologies, Inc. (Note 4):				
Income from continuing operations	$ 0.74	$ 0.73	$ 2.15	$ 2.01
Income (loss) from discontinued operations	—	(0.08)	—	0.09
Basic earnings per share	$ 0.74	$ 0.65	$ 2.15	$ 2.10
Diluted earnings per share attributable to FMC Technologies, Inc. (Note 4):				
Income from continuing operations	$ 0.73	$ 0.72	$ 2.13	$ 1.99
Income (loss) from discontinued operations	—	(0.08)	—	0.08
Diluted earnings per share	$ 0.73	$ 0.64	$ 2.13	$ 2.07
Weighted average shares outstanding (Note 4):				
Basic	123.3	127.0	124.7	128.5
Diluted	124.7	129.0	126.1	130.5
Net income attributable to FMC Technologies, Inc.:				
Income from continuing operations	$ 91.2	$ 92.4	$ 268.4	$ 259.0
Income (loss) from discontinued operations, net of income taxes	0.4	(9.7)	0.2	11.0
Net income attributable to FMC Technologies, Inc.	$ 91.6	$ 82.7	$ 268.6	$ 270.0

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)

	September 30, 2009 (Unaudited)	December 31, 2008
Assets		
Current assets:		
Cash and cash equivalents	$ 397.4	$ 340.1
Trade receivables, net of allowances of $9.7 in 2009 and $9.4 in 2008	935.1	996.1
Inventories (Note 5)	609.4	559.3
Derivative financial instruments (Note 6)	186.6	354.6
Prepaid expenses	28.6	24.2
Other current assets	168.2	164.0
Total current assets	2,325.3	2,438.3
Investments	140.5	151.2
Property, plant and equipment, net of accumulated depreciation of $401.7 in 2009 and $332.2 in 2008	564.2	494.9
Goodwill	144.7	128.7
Intangible assets, net	66.7	70.2
Deferred income taxes	115.0	123.4
Derivative financial instruments (Note 6)	42.4	142.4
Other assets	32.3	31.8
Total assets	$ 3,431.1	$ 3,580.9
Liabilities and equity		
Current liabilities:		
Short-term debt and current portion of long-term debt	$ 9.5	$ 23.0
Accounts payable, trade	350.5	439.8
Advance payments and progress billings	761.4	770.3
Derivative financial instruments (Note 6)	189.4	444.4
Other current liabilities	350.7	261.4
Income taxes payable	14.7	—
Current portion of accrued pension and other postretirement benefits	3.0	20.8
Deferred income taxes	76.9	0.1
Liabilities of discontinued operations (Note 3)	2.2	3.5
Total current liabilities	1,758.3	1,963.3
Long-term debt, less current portion (Note 8)	309.9	472.0
Accrued pension and other postretirement benefits, less current portion	202.2	182.1
Derivative financial instruments (Note 6)	46.2	175.8
Other liabilities	97.3	89.0
Commitments and contingent liabilities (Note 14)		
Stockholders' equity (Note 12):		
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; 122.1 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 shares outstanding in 2009 and 2008	(5.8)	(6.3)
Common stock held in treasury, at cost; 21.0 and 18.1 shares in 2009 and 2008, respectively	(800.5)	(706.0)
Capital in excess of par value of common stock	706.6	728.7
Retained earnings	1,345.7	1,081.0
Accumulated other comprehensive loss	(240.1)	(408.4)
Total FMC Technologies, Inc. stockholders' equity	1,007.3	690.4
Noncontrolling interests	9.9	8.3
Total equity	1,017.2	698.7
Total liabilities and equity	$ 3,431.1	$ 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 (Unaudited)
(In millions)

	Nine Months Ended September 30,	
	2009	2008
Cash provided (required) by operating activities of continuing operations:		
Net income attributable to FMC Technologies, Inc.	$ 268.6	$ 270.0
Income from discontinued operations, net of income taxes	(0.2)	(11.0)
Income from continuing operations	268.4	259.0
Adjustments to reconcile net income to cash provided (required) by operating activities of continuing operations:		
Depreciation	54.6	42.8
Amortization	10.1	10.6
Employee benefit plan costs	61.5	38.0
Deferred income tax provision	22.9	61.5
Unrealized loss on derivative instruments	14.7	3.7
Net (gain) loss on disposal of assets	(0.6)	0.2
Other	10.5	7.2
Changes in operating assets and liabilities, net of effects of acquisitions:		
Trade receivables, net	143.4	(167.3)
Inventories	(22.5)	(69.0)
Accounts payable, trade	(132.1)	25.2
Advance payments and progress billings	(83.7)	148.5
Other assets and liabilities, net	70.3	(40.2)
Income taxes payable	26.5	(84.8)
Accrued pension and other postretirement benefits, net	(28.7)	(20.6)
Cash provided by operating activities of continuing operations	415.3	214.8
Cash required by discontinued operations – operating	(1.2)	(9.5)
Cash provided by operating activities	414.1	205.3
Cash provided (required) by investing activities:		
Capital expenditures	(76.0)	(117.8)
Proceeds from disposal of assets	18.8	3.1
Cash required by investing activities of continuing operations	(57.2)	(114.7)
Cash required by discontinued operations – investing	—	(4.7)
Cash required by investing activities	(57.2)	(119.4)
Cash provided (required) by financing activities:		
Net increase (decrease) in short-term debt and current portion of long-term debt	(11.3)	7.4
Net increase (decrease) in commercial paper	40.0	(2.0)
Net increase (decrease) in long-term debt	(205.5)	241.0
Issuance of capital stock	1.4	4.9
Purchase of treasury stock	(134.2)	(324.0)
Excess tax benefits	(0.4)	23.1
Proceeds on spin-off of JBT Corporation and affiliates	—	157.8
Other	(6.8)	(18.3)
Cash provided (required) by financing activities	(316.8)	89.9
Effect of exchange rate changes on cash and cash equivalents	17.2	0.7
Increase in cash and cash equivalents	57.3	176.5
Cash and cash equivalents, beginning of period	340.1	129.5
Cash and cash equivalents, end of period	$ 397.4	$ 306.0

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

FMC Technologies, Inc. and Consolidated Subsidiaries

Notes to Consolidated Financial Statements (Unaudited)

Note 1: Basis of Presentation

The accompanying unaudited consolidated financial statements of FMC Technologies, Inc. and its consolidated subsidiaries ("FMC") have been prepared in accordance with United States generally accepted accounting principles ("GAAP") and rules and regulations of the Securities and Exchange Commission ("SEC") pertaining to interim financial information. As permitted under those rules, certain footnotes or other financial information that are normally required by United States GAAP can be condensed or omitted. Therefore, these statements should be read in conjunction with the audited consolidated financial statements, and notes thereto, which are included in our Annual Report on Form 10-K for the year ended December 31, 2008.

Our accounting policies are in accordance with United States GAAP. The preparation of financial statements in conformity with these accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Ultimate results could differ from our estimates.

In the opinion of management, the statements reflect all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of our financial condition and operating results as of and for the periods presented. We have evaluated subsequent events through November 3, 2009, which is the date that these financial statements were issued. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results and trends in these statements may not be representative of those for the full year. Certain reclassifications have been made to prior period amounts to conform to the current period's presentation.

We have corrected an immaterial error in the accompanying consolidated statement of cash flows for the nine months ended September 30, 2008. The correction relates to the minimum tax withholding paid to taxing authorities on behalf of employees for share-based compensation awards that is required to be classified as a financing activity in the statement of cash flows. The correction increased cash provided by operating activities for the nine months ended September 30, 2009 by $17.1 million, with an offsetting decrease of $17.1 million in cash required by financing activities. The correction of error does not impact the net change in cash and cash equivalents and is not material to our previously reported consolidated statement of cash flows. Additionally, 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 John Bean Technologies Corporation ("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.

Note 2: Recently Adopted Accounting Standards

Effective July 1, 2009, we adopted the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 105-10, "Generally Accepted Accounting Principles." ASC 105-10 establishes the FASB Accounting Standards Codification™ ("Codification") as 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. The FASB will now issue new standards in the form of Accounting Standards Updates ("ASUs"). The FASB will not consider ASUs as authoritative in their own right. ASUs will serve only to update the Codification, provide background information about the guidance and provide the bases for conclusions on the changes in the Codification. References made to FASB guidance have been updated for the Codification throughout this document.

Effective June 30, 2009, we adopted guidance issued by the FASB and included in ASC 855-10, "Subsequent Events," 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 (see Note 1).

Effective April 1, 2009, we adopted guidance issued by the FASB that requires disclosure about the fair value of financial instruments for interim financial statements of publicly traded companies, which is included in the Codification in ASC 825-10-65, "Financial Instruments." The adoption of ASC 825-10-65 did not have an impact on our consolidated results of operations or financial condition. See Note 13 for additional disclosures included in accordance with ASC 825-10-65.

Effective January 1, 2009, we adopted guidance issued by the FASB that relates to the presentation and accounting for noncontrolling interests, which is included in the Codification in ASC 810-10-65, "Consolidation." In accordance with ASC 810-10-65, 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 guidance 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. The guidance is included in the Codification in ASC 815-10, "Derivatives and Hedging." See Note 6 for additional disclosures included in accordance with ASC 815-10.

Effective January 1, 2008, we adopted ASC 820-10, "Fair Value Measurements and Disclosures," with respect to recurring financial assets and liabilities. We adopted ASC 820-10 on January 1, 2009, as it relates to nonrecurring fair value measurement requirements for nonfinancial assets and liabilities. ASC 820-10 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 ASC 820-10.

Note 3: Discontinued Operations

In October 2007, we announced the intention to spin-off 100% of our FoodTech and Airport Systems businesses (now 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. 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. JBT is now an independent public company traded on the New York Stock Exchange (NYSE: JBT). The results of JBT have been reported as discontinued operations for all periods presented.

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. 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.

Liabilities of businesses reported as discontinued operations included in the accompanying consolidated balance sheets represent other liabilities of $2.2 million and $3.5 million at September 30, 2009, and December 31, 2008, respectively. The consolidated statements of income include the following in discontinued operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Revenue	$ —	$ 82.0	$ —	$ 612.5
Income (loss) before income taxes	$ (0.1)	$ (3.4)	$ (0.3)	$ 35.6
Income tax (benefit) provision	(0.5)	6.3	(0.5)	24.6
Income (loss) from discontinued operations, net of income taxes	$ 0.4	$ (9.7)	$ 0.2	$ 11.0

Note 4: 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 three and nine months ended September 30, 2009 and 2008.

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

(In millions, except per share data)	Three Months Ended September 30, 2009	Three Months Ended September 30, 2008	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008
Basic earnings per share attributable to FMC Technologies, Inc.:				
Income from continuing operations	$ 91.2	$ 92.4	$ 268.4	$ 259.0
Weighted average number of shares outstanding	123.3	127.0	124.7	128.5
Basic earnings per share from continuing operations	$ 0.74	$ 0.73	$ 2.15	$ 2.01
Diluted earnings per share attributable to FMC Technologies, Inc.:				
Income from continuing operations	$ 91.2	$ 92.4	$ 268.4	$ 259.0
Weighted average number of shares outstanding	123.3	127.0	124.7	128.5
Effect of dilutive securities:				
Options on common stock	0.3	0.5	0.4	0.5
Restricted stock	1.1	1.5	1.0	1.5
Total shares and dilutive securities	124.7	129.0	126.1	130.5
Diluted earnings per share from continuing operations	$ 0.73	$ 0.72	$ 2.13	$ 1.99

Note 5: Inventories

Inventories consisted of the following:

(In millions)	September 30, 2009	December 31, 2008
Raw materials	$ 108.9	$ 124.8
Work in process	121.0	84.7
Finished goods	522.9	472.2
Gross inventories before LIFO reserves and valuation adjustments	752.8	681.7
LIFO reserves and valuation adjustments	(143.4)	(122.4)
Net inventories	$ 609.4	$ 559.3

Note 6: 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 September 30, 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 anticipated purchase or sale commitments denominated in foreign currencies. At September 30, 2009, we held the following material positions:

(In millions)	Notional Amount Bought (Sold)	USD Equivalent
Argentinean Peso	96.5	25.1
Australian Dollar	16.3	14.1
Brazilian Real	(31.1)	(17.4)
Euro	11.5	16.9
British Pound	119.9	190.0
Malaysian Ringgit	29.8	8.6
Norwegian Krone	3,642.6	626.2
Singapore Dollar	116.7	82.3
U.S. Dollar	(934.2)	(934.2)

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. At September 30, 2009, our portfolio of these instruments included the following material positions:

(In millions)	Notional Amount Bought (Sold)	USD Equivalent
Brazilian Real	(52.6)	(29.4)
Euro	7.1	10.4
British Pound	11.6	18.4
Norwegian Krone	(40.5)	(7.0)

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 in accordance with the requirements set forth in ASC 820-10, "Fair Value Measurements and Disclosures." Refer to Note 13 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 do not represent potential gains or losses on these agreements.

Derivatives Designated as Hedging Instruments	Balance Sheet Location	Fair Value (in millions) September 30, 2009	December 31, 2008
Interest rate contracts	Long-term liabilities – Derivative financial instruments	$ (0.7)	$ —
Foreign exchange contracts	Current assets – Derivative financial instruments	140.3	157.1
	Long-term assets – Derivative financial instruments	17.1	30.3
	Current liabilities – Derivative financial instruments	(147.7)	(243.9)
	Long-term liabilities – Derivative financial instruments	(18.4)	(64.3)
Total derivatives designated as hedging instruments		$ (9.4)	$ (120.8)

Derivatives Not Designated as Hedging Instruments	Balance Sheet Location	Fair Value (in millions) September 30, 2009	December 31, 2008
Foreign exchange contracts	Current assets – Derivative financial instruments	$ 46.3	$ 197.5
	Long-term assets – Derivative financial instruments	25.3	112.1
	Current liabilities – Derivative financial instruments	(41.7)	(200.5)
	Long-term liabilities – Derivative financial instruments	(27.1)	(111.5)
Total derivatives not designated as hedging instruments		$ 2.8	$ (2.4)

We recognized in current earnings a $0.3 million gain and $3.1 million loss on cash flow hedges for the three and nine months ended September 30, 2009, respectively, 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 $13.1 million and $84.9 million at September 30, 2009, and December 31, 2008, respectively. We expect to transfer approximately $12.7 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 three and nine months ended September 30, 2009.

Derivatives in Cash Flow Hedging Relationships	Gain or (Loss) Recognized in OCI on Derivative Instruments (Effective Portion)	
(In millions)	Three Months Ended September 30, 2009	Nine Months Ended September 30, 2009
Interest rate contracts	$ (1.2)	$ (0.7)
Foreign exchange contracts	16.7	52.5
Total	$ 15.5	$ 51.8

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)	Three Months Ended September 30, 2009	Nine Months Ended September 30, 2009
Foreign exchange contracts:		
Revenue	$ (8.1)	$ (39.2)
Cost of sales	(1.6)	(21.6)
Selling, general and administrative expense	—	(0.3)
Total	$ (9.7)	$ (61.1)

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)	Three Months Ended September 30, 2009	Nine Months Ended September 30, 2009
Foreign exchange contracts:		
Revenue	$ 1.8	$ 6.7
Cost of sales	0.1	(4.7)
Selling, general and administrative expense	—	(0.1)
Total	$ 1.9	$ 1.9

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 under ASC 815-10)	
(In millions)	Three Months Ended September 30, 2009	Nine Months Ended September 30, 2009
Foreign exchange contracts:		
Revenue	$ (1.4)	$ (2.9)
Cost of sales	(0.5)	(1.1)
Other income (expense)	(4.3)	(2.8)
Total	$ (6.2)	$ (6.8)

Note 7: Income Taxes

As of September 30, 2009, we had gross unrecognized tax benefits of $33.2 million. This amount did not change significantly during the current quarter. In March 2009, the IRS concluded an examination of our U.S. federal income tax returns for our 2004 and 2005 tax years. We filed an appeal with the IRS Office of Appeals with respect to proposed adjustments for these years related to our treatment of intercompany transfer pricing. In October 2009, we participated in an opening conference with the IRS Office of Appeals on this matter. We expect to continue active discussions with the IRS on this matter during the first quarter of next year. At this time the ultimate outcome of this matter remains uncertain. However, management believes we were adequately reserved for this matter as of September 30, 2009.

It is reasonably possible that within 12 months, unrecognized tax benefits related to certain tax reporting positions taken in prior periods could decrease by up to $3.1 million due to the resolution of other tax matters under current examination in certain foreign jurisdictions.

Note 8: Debt

Long-term debt consisted of the following:

(In millions)	September 30, 2009	December 31, 2008
Revolving credit facilities	$ 205.0	$ 407.0
Commercial paper (1)	92.0	52.0
Property financing	8.2	8.5
Other	5.1	8.4
Total long-term debt	310.3	475.9
Less: current portion	(0.4)	(3.9)
Long-term debt, less current portion	$ 309.9	$ 472.0

(1) 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. Therefore, at September 30, 2009, as 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. Commercial paper borrowings as of September 30, 2009, had an average interest rate of 0.46%.

On January 13, 2009, we entered into a $350 million 364-day revolving committed credit agreement maturing in January 2010. Borrowings under the credit agreement accrue 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, (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 agreement include negative covenants related to liens and a financial covenant related to the debt-to-earnings ratio. We now have combined committed bank lines of $950 million, including a $600 million, five-year revolving credit facility that matures in December 2012.

Note 9: 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:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Balance at beginning of period	$ 18.5	$ 15.6	$ 13.5	$ 12.4
Expense for new warranties	11.4	0.7	18.7	8.8
Adjustments to existing accruals	(4.0)	0.3	(1.4)	0.2
Claims paid	(0.8)	(2.3)	(5.7)	(7.1)
Balance at end of period	$ 25.1	$ 14.3	$ 25.1	$ 14.3

Note 10: Pension and Other Postretirement Benefits

The components of net periodic benefit cost were as follows:

	Pension Benefits			
	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Service cost	$ 9.3	$ 8.5	$ 26.9	$ 25.6
Interest cost	10.0	10.2	29.4	30.4
Expected return on plan assets	(11.6)	(13.1)	(34.1)	(39.3)
Amortization of transition asset	(0.2)	(0.1)	(0.4)	(0.4)
Amortization of prior service cost	(0.1)	0.1	(0.2)	0.2
Amortization of actuarial losses, net	4.1	0.9	12.0	2.9
Net periodic benefit cost	$ 11.5	$ 6.5	$ 33.6	$ 19.4

	Other Postretirement Benefits			
	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Service cost	$ —	$ 0.1	$ 0.1	$ 0.1
Interest cost	0.2	0.1	0.5	0.5
Amortization of prior service benefit	(0.3)	(0.4)	(0.9)	(1.1)
Recognized net loss	—	—	—	(0.1)
Net periodic benefit (income)	$ (0.1)	$ (0.2)	$ (0.3)	$ (0.6)

Note 11: Stock-Based Compensation

We sponsor a stock-based compensation plan and have granted awards primarily in the form of nonvested stock awards (also known as restricted stock in the plan document). We recognize compensation expense for awards under the plan and the corresponding income tax benefits related to the expense. Stock-based compensation expense for nonvested stock awards was $7.2 million and $7.7 million for the three months ended September 30, 2009 and 2008, respectively, and $23.9 million and $21.0 million for the nine months ended September 30, 2009 and 2008, respectively.

In the nine months ended September 30, 2009, we granted the following restricted stock awards to employees:

(Number of restricted stock shares in thousands)	Shares	Weighted-average grant date fair value
Time-based	435	
Performance-based	195*	
Market-based	98*	
Granted during the nine months ended September 30, 2009	728	$ 27.51

* Assumes target payout

We granted time-based restricted stock awards that cliff vest after three years. The fair value of these time-based awards was determined using the market value of our common stock on the grant date. We also granted restricted stock awards with performance-based and market-based conditions. The vesting period for these awards is three years. Compensation cost is recognized over the lesser of the stated vesting period or the period until the employee reaches age 62, the retirement-eligible age under the plan.

For current-year performance-based awards, actual payouts may vary from zero to 391 thousand shares and will be dependent upon our performance relative to a peer group of companies with respect to earnings growth and return on investment for the year ending December 31, 2009. Compensation cost is measured based on the current expected outcome of the performance conditions and may be adjusted until the performance period ends.

For current-year market-based awards, actual payouts may vary from zero to 196 thousand shares, contingent upon our performance relative to the same peer group of companies with respect to total shareholder return ("TSR") and whether the TSR is positive or negative for the year ending December 31, 2009. Compensation cost for these awards is calculated using the grant date fair market value, as estimated using a Monte Carlo simulation, and is not subject to change based on future events.

Note 12: Stockholders' Equity

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.

There were no cash dividends declared during the nine months ended September 30, 2009 or 2008.

We have been authorized by our Board of Directors to repurchase up to 30 million shares and $95.0 million of our issued and outstanding common stock. We completed the purchases under the $95.0 million authorized plan in 2008. Total shares of common stock purchased under the $95.0 million authorized plan were 1.8 million. We purchased 0.9 million shares under the 30 million share repurchase program during the third quarter of 2009. Through September 30, 2009, we made the following purchases under the buyback programs:

	2009		2008	
(In millions, except share data)	Shares	$	Shares	$
Total purchased to date – January 1,	22,125,164	$817.8	16,422,053	$493.8
Treasury stock repurchases – first quarter	1,537,800	43.5	1,621,056	88.8
Total purchased to date – March 31,	23,662,964	$861.3	18,043,109	$582.6
Treasury stock repurchases – second quarter	1,439,304	52.2	1,239,340	81.0
Total purchased to date – June 30,	25,102,268	$913.5	19,282,449	$663.6
Treasury stock repurchases – third quarter	917,083	38.5	2,842,715	154.2
Total purchased to date – September 30,	26,019,351	$952.0	22,125,164	$817.8
Treasury stock repurchases – fourth quarter	*	*	—	—
Total purchased to date – December 31,	*	*	22,125,164	$817.8

* Not yet applicable

We intend to hold repurchased shares in treasury for general corporate purposes, including issuances under our stock-based compensation plan. The treasury shares are accounted for using the cost method.

During the nine months ended September 30, 2009, 1.0 million shares were issued from treasury stock in connection with our stock-based compensation plan. During the year ended December 31, 2008, 1.3 million shares were issued from treasury stock.

Comprehensive income (loss) consisted of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Net income attributable to FMC Technologies, Inc.	$ 91.6	$ 82.7	$ 268.6	$ 270.0
Foreign currency translation adjustments	31.3	(63.6)	87.8	(19.8)
Net deferral of hedging gains, net of tax (1)	16.6	(96.6)	71.8	(66.6)
Amortization of pension and other postretirement benefit losses, net of tax	2.3	(47.6)	6.8	(47.3)
Deferral of unrealized losses on investments, net of tax	—	—	1.9	—
Comprehensive income (loss)	$ 141.8	$ (125.1)	$ 436.9	$ 136.3

(1) See additional disclosure related to hedging activity in Note 6.

Accumulated other comprehensive loss consisted of the following:

(In millions)	September 30, 2009	December 31, 2008
Cumulative foreign currency translation adjustments	$ (34.2)	$ (122.0)
Cumulative deferral of hedging gains, net of tax (1)	(13.1)	(84.9)
Cumulative deferral of pension and other postretirement benefit losses, net of tax	(192.8)	(199.6)
Cumulative unrealized losses on investments, net of tax	—	(1.9)
Accumulated other comprehensive loss	$ (240.1)	$ (408.4)

(1) See additional disclosure related to hedging activity in Note 6.

Accumulated other comprehensive loss at December 31, 2008, was reduced by $2.4 million of cumulative foreign currency translation adjustments and $25.5 million of pension and other postretirement benefit losses distributed to JBT as a result of the spin-off on July 31, 2008. Additionally, we reclassified accumulated other comprehensive losses of $10.9 million from cumulative foreign currency translation adjustments to cumulative deferral of pension and other postretirement benefit losses, net of tax, for the year ended December 31, 2008.

Note 13: Fair Value Measurements

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.

Assets and liabilities measured at fair value on a recurring basis at September 30, 2009, are as follows:

(In millions)	Total	Level 1	Level 2	Level 3
Assets				
Investments	$ 24.5	$24.5	$ —	$ —
Derivatives (1)	229.0	—	229.0	—
Total assets	$253.5	$24.5	$229.0	$ —
Liabilities				
Derivatives (1)	$235.6	$ —	$235.6	$ —

(1) See additional disclosure related to derivative financial instruments in Note 6.

By their nature, financial instruments involve risk including credit risk for non-performance by counterparties. 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. We mitigate credit risk 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.

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.

Note 14: Commitments and Contingent Liabilities

We are a defendant in various legal proceedings arising in the ordinary course of business. Management does not expect these matters to have a material adverse effect on our consolidated financial position, results of operations or cash flows.

In the ordinary course of business with customers, vendors and others, we issue standby letters of credit, performance bonds, surety bonds and other guarantees. The majority of these financial instruments represent guarantees of our future performance. Additionally, we are the named guarantor on certain letters of credit and performance bonds 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, by and between FMC 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.

Note 15: Business Segment Information

Segment revenue and segment operating profit were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Revenue				
Energy Production Systems	$ 926.9	$ 896.2	$2,733.1	$2,697.9
Energy Processing Systems	166.2	229.0	521.3	653.6
Other revenue (1) and intercompany eliminations	(4.7)	2.4	(9.2)	(5.7)
Total revenue	$1,088.4	$1,127.6	$3,245.2	$3,345.8
Income before income taxes:				
Segment operating profit:				
Energy Production Systems	$ 140.4	$ 101.6	$ 384.9	$ 301.6
Energy Processing Systems	24.8	42.7	81.8	124.8
Total segment operating profit	165.2	144.3	466.7	426.4
Corporate items:				
Corporate expense (2)	(9.3)	(9.9)	(25.2)	(28.4)
Other revenue (1) and other expense, net (3)	(21.0)	4.0	(51.8)	(20.5)
Net interest income (expense)	(2.1)	(0.9)	(6.5)	(0.8)
Total corporate items	(32.4)	(6.8)	(83.5)	(49.7)
Income from continuing operations before income taxes attributable to FMC Technologies, Inc.	$ 132.8	$ 137.5	$ 383.2	$ 376.7

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

(2) Corporate expense primarily includes corporate staff expenses.

(3) 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 assets were as follows:

(In millions)	September 30, 2009	December 31, 2008
Segment operating capital employed (1):		
Energy Production Systems	$ 1,022.2	$ 917.2
Energy Processing Systems	228.2	243.0
Intercompany eliminations	(0.1)	(0.1)
Total segment operating capital employed	1,250.3	1,160.1
Segment liabilities included in total segment operating capital employed (2)	1,479.6	1,493.7
Corporate (3)	701.2	927.1
Total assets	$ 3,431.1	$ 3,580.9
Segment assets:		
Energy Production Systems	$ 2,370.3	$ 2,242.1
Energy Processing Systems	364.6	413.7
Intercompany eliminations	(5.0)	(2.0)
Total segment assets	2,729.9	2,653.8
Corporate (3)	701.2	927.1
Total assets	$ 3,431.1	$ 3,580.9

(1) 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, LIFO inventory reserves and the fair value of derivatives.

(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.

Note 16: Subsequent Events

Amendment to Qualified and Non-Qualified Defined Benefit Pension Plans and Savings and Investment Plans

On October 2, 2009, the Board of Directors amended the 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 non-union 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 will be frozen based on credited service and pay as of December 31, 2009.

On October 2, 2009, the Board of Directors also approved amendments to the U.S. Qualified and Non-Qualified Savings and Investment Plans (“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.

Acquisitions

On October 20, 2009, we acquired 100 percent ownership of Multi Phase Meters AS (“MPM”) for an initial cash payment of $33.2 million and two earn-out payments based on 6.6 times 2012 and 2013 earnings before income taxes, depreciation and amortization (“EBITDA”). We acquired MPM, a global leader in the development and manufacture of high-performance multiphase flow meters, to further enhance and expand our portfolio of subsea technologies.

On October 30, 2009, we acquired all of the equity interests of Direct Drive Systems, Inc. (“DDS”) for $120.0 million. The purchase price is subject to potential post-closing adjustments related to working capital. We acquired DDS, a world 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.

The acquisitions will be accounted for in the fourth quarter of 2009 using the acquisition method, in accordance with ASC 805, “Business Combinations.” Accordingly, the net assets acquired will be recorded at their fair values at the acquisition date, and operating results will be included in our financial statements from the date of acquisition.

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statement under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995: FMC Technologies, Inc. and its representatives may from time to time make written or oral statements that are "forward-looking" and provide information that is not historical in nature, including statements that are or will be contained in this report, the notes to our consolidated financial statements, our other filings with the SEC, 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 our 2008 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on February 27, 2009.

In some cases, forward-looking statements can be identified by such words or phrases as "will likely result," "is confident that," "expects," "should," "could," "may," "will continue to," "believes," "anticipates," "predicts," "forecasts," "estimates," "projects," "potential," "intends" or similar expressions identifying "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including the negative of those words and phrases. Such forward-looking statements are based on our current views and assumptions regarding future events, future business conditions and our outlook based on currently available information. We wish to caution you not to place undue reliance on any such forward-looking statements, which speak only as of the date made and involve judgments.

CONSOLIDATED RESULTS OF OPERATIONS
THREE MONTHS ENDED SEPTEMBER 30, 2009 AND 2008

(In millions, except %)	Three Months Ended September 30, 2009	Three Months Ended September 30, 2008	Change $	Change %
Revenue	$1,088.4	$1,127.6	(39.2)	(3.5)
Costs and expenses:				
Cost of sales	835.7	888.2	(52.5)	(5.9)
Selling, general and administrative expense	98.4	82.2	16.2	19.7
Research and development expense	13.1	12.2	0.9	7.4
Total costs and expenses	947.2	982.6	(35.4)	(3.6)
Other expense, net	(5.7)	(6.2)	0.5	8.1
Net interest expense	(2.1)	(0.9)	(1.2)	*
Income before income taxes	133.4	137.9	(4.5)	(3.3)
Provision for income taxes	41.6	45.1	(3.5)	(7.8)
Income from continuing operations	91.8	92.8	(1.0)	(1.1)
Income (loss) from discontinued operations, net of income taxes	0.4	(9.7)	10.1	*
Net income	92.2	83.1	9.1	11.0
Less: net income attributable to noncontrolling interests	(0.6)	(0.4)	(0.2)	(50.0)
Net income attributable to FMC Technologies, Inc	$ 91.6	$ 82.7	8.9	10.8

* Not meaningful

Our total revenue for the three months ended September 30, 2009, decreased $39.2 million compared to the same period in 2008. Total revenue for the three months ended September 30, 2009 included a $101.0 million unfavorable impact of foreign currency translation. Excluding the impact of foreign currency translation, total revenues grew by $61.8 million during the third quarter of 2009, compared to the same period in 2008, primarily as a result of our Energy Production businesses. The revenue increase was partially offset by a decline in Energy Processing revenues, 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) totaled $252.7 million, or 23.2% of revenues, for the quarter ended September 30, 2009, and was 2.0 percentage points above the gross profit margins generated in the quarter ended September 30, 2008. The margin improvement was primarily attributable to an improved portfolio of projects in our subsea business and better project execution during the third quarter of 2009. On an absolute dollar basis, gross profit increased by $13.3 million during the third quarter of 2009 as compared to the prior-year period. Excluding the impact of foreign currency translation, gross profit increased $30.7 million in the third quarter of 2009, as compared to the same period in 2008.

Selling, general and administrative ("SG&A") expense for the third quarter of 2009 increased by $16.2 million compared to the prior-year quarter. SG&A expense for the quarter-ended September 30, 2009, included a $4.2 million favorable impact of foreign currency translation. The improvement in our common stock price and other investments held in an employee benefit trust for our non-qualified deferred compensation plan during the third quarter of 2009 resulted in an $11.2 million increase in compensation expense. Additionally, we had increased pension expense of $5.0 million year-over-year as a result of lower plan asset performance during 2008.

Other expense, net, reflected $7.4 million and $4.2 million in losses on foreign currency derivative instruments, for which hedge accounting is not applied, for the three months ended September 30, 2009 and 2008, respectively. Additionally, we recognized $1.8 million in gains for the three months ended September 30, 2009, compared to $2.1 million in expense during the third quarter of 2008, associated with investments held in an employee benefit trust for our non-qualified deferred compensation plan.

Net interest expense increased $1.2 million in the third quarter of 2009, compared to the same period in 2008, primarily due to lower interest income for the three months ended September 30, 2009, driven by lower yields on cash investments.

Our income tax provisions for the third quarter of 2009 and 2008 reflect effective tax rates of 31.3% and 32.8%, respectively. The decrease in the effective tax rate in 2009 was primarily due to a favorable change in the country mix of earnings and a reduction in the U.S. tax cost of deemed and actual dividends from foreign subsidiaries, partially offset by the provision of U.S. tax on the earnings of certain foreign subsidiaries not treated as being indefinitely reinvested outside the U.S. 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.

Our discontinued operations generated income of $0.4 million during the three months ended September 30, 2009, compared to a loss of $9.7 million for the comparable period of 2008. The income in 2009 represents favorable adjustments to expenses incurred related to the spin-off of JBT which occurred in July 2008. The loss in 2008 represents expenses related to the spin-off of JBT, partially offset by one month of operating results of JBT.

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 and the impact of existing macroeconomic disruptions is beginning to ultimately self-correct.

Management remains cautiously optimistic about business levels for the balance of 2009 and into 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 are steadily increasing from the depressed levels witnessed in early 2009 and as a consequence, demand for exploration and production activity is also stabilizing and is expected to grow modestly in 2010.

OPERATING RESULTS OF BUSINESS SEGMENTS
THREE MONTHS ENDED SEPTEMBER 30, 2009 AND 2008

(In millions, except %)	Three Months Ended September 30, 2009	2008	Favorable/ (Unfavorable) $	%
Revenue				
Energy Production Systems	$ 926.9	$ 896.2	30.7	3.4
Energy Processing Systems	166.2	229.0	(62.8)	(27.4)
Other revenue and intercompany eliminations	(4.7)	2.4	(7.1)	*
Total revenue	$1,088.4	$1,127.6	(39.2)	(3.5)
Segment Operating Profit				
Energy Production Systems	$ 140.4	$ 101.6	38.8	38.2
Energy Processing Systems	24.8	42.7	(17.9)	(41.9)
Total segment operating profit	165.2	144.3	20.9	14.5
Corporate Items				
Corporate expense	(9.3)	(9.9)	0.6	6.1
Other revenue and other (expense), net	(21.0)	4.0	(25.0)	*
Net interest income (expense)	(2.1)	(0.9)	(1.2)	*
Total corporate items	(32.4)	(6.8)	(25.6)	*
Income from continuing operations before income taxes	132.8	137.5	(4.7)	(3.4)
Provision for income taxes	41.6	45.1	3.5	7.8
Income from continuing operations	91.2	92.4	(1.2)	(1.3)
Income (loss) from discontinued operations, net of income taxes	0.4	(9.7)	10.1	*
Net income attributable to FMC Technologies, Inc.	$ 91.6	$ 82.7	8.9	10.8

* Not meaningful

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 investments and debt facilities, income taxes and other expense, net.

Energy Production Systems

Energy Production Systems' revenue for the three months ended September 30, 2009, increased $30.7 million compared to the same period in 2008. Revenue for the third quarter ended September 30, 2009 included a $96.6 million unfavorable impact of foreign currency translation. Excluding the impact of foreign currency translation, total revenues grew by $127.3 million during the three months ended September 30, 2009. The increase was attributable primarily to an improved portfolio of projects in our subsea business and better project execution during the third quarter of 2009, partially offset by a decline in our surface wellhead business.

Energy Production Systems' operating profit totaled $140.4 million, or 15.1% of revenues, for the three months ended September 30, 2009, and was 3.8 percentage points above the operating profit generated in the comparable prior-year period. The margin improvement resulted primarily from an improved portfolio of projects in our subsea business and better project execution during the third quarter of 2009. On an absolute dollar basis, operating profit increased by $38.8 million during the third quarter of 2009 as compared to the prior-year period. Excluding the impact of foreign currency translation, operating profit increased $50.9 million during the quarter ended September 30, 2009, as compared to the same period in 2008.

Energy Processing Systems

Energy Processing Systems' revenue was $62.8 million lower for the third quarter of 2009, compared to the same period in 2008. The decrease was driven primarily by reduced demand for fluid control products resulting from weaker oil and gas prices as a consequence of 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 the third quarter of 2008 which did not repeat in the comparable period of 2009. These decreases reflect the impact of a stronger U.S. dollar in the third quarter of 2009, as compared to the prior-year period.

Energy Processing Systems' operating profit in the third quarter of 2009 decreased by $17.9 million compared to the same period in 2008, primarily reflecting the decline in product sales volumes.

Corporate Items

Our corporate items reduced earnings by $32.4 million for the three months ended September 30, 2009, compared to $6.8 million for the same period in 2008. The increase in expense in 2009 reflects foreign currency losses of $5.8 million compared to a gain in the prior-year quarter of $4.7 million. Compensation expense also increased by $7.2 million for company stock and investments held in an employee benefit trust for our non-qualified deferred compensation plan. Additionally, we had increased pension expense of $5.7 million for the nine months ended September 30, 2009, compared to the prior-year period and increased interest expense of $1.2 million as a result of lower interest income during the quarter ended September 30, 2009, driven by reduced yields on cash investments.

Inbound Orders and Order Backlog

Inbound orders represent the estimated sales value of confirmed customer orders received during the three and nine months ended September 30, 2009, and the impact of translation on the previous quarter's backlog. Backlog translation positively affected orders by $155.1 million in the three months ended September 30, 2009, and negatively affected orders by $309.2 million in the comparable period of 2008. Backlog translation positively affected orders by $340.6 million in the nine-month period ended September 30, 2009, and negatively affected orders by $88.9 million in the comparable period of the prior year.

	Inbound Orders			
	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2009	2008	2009	2008
Energy Production Systems	$ 841.6	$ 551.3	$2,124.9	$2,451.7
Energy Processing Systems	140.8	237.2	434.8	698.5
Intercompany eliminations	(4.1)	3.5	(7.0)	(4.4)
Total inbound orders	$ 978.3	$ 792.0	$2,552.7	$3,145.8

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

	Order Backlog		
(In millions)	September 30, 2009	December 31, 2008	September 30, 2008
Energy Production Systems	$ 2,736.8	$ 3,345.0	$ 3,916.4
Energy Processing Systems	226.7	313.2	375.4
Intercompany eliminations	(4.1)	(7.0)	(1.1)
Total order backlog	$ 2,959.4	$ 3,651.2	$ 4,290.7

Energy Productions Systems' order backlog at September 30, 2009, decreased by $608.2 million compared to year-end 2008, as new orders in the nine months ended September 30, 2009, did not replace the converted backlog. 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. Backlog of $2.7 billion at September 30, 2009, includes BP's Block 18 projects; Petrobras' Cascade, Tambau and GLL-9; Shell's Gumusut; StatoilHydro's Ormen Lange Phase II, Vega, Asgard, and Gjoa; Total's Pazflor; Tullow's Jubilee and Woodside's Pluto subsea projects.

Energy Processing Systems' order backlog at September 30, 2009, decreased by $86.5 million compared to year-end 2008, and by $148.7 million compared to September 30, 2008. The decrease resulted primarily 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.

Additionally, the continued uncertainty regarding the global economic recovery has resulted in project awards being postponed in both segments.

CONSOLIDATED RESULTS OF OPERATIONS
NINE MONTHS ENDED SEPTEMBER 30, 2009 AND 2008

(In millions, except %)	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008	Change $	Change %
Revenue	$3,245.2	$3,345.8	(100.6)	(3.0)
Costs and expenses:				
Cost of sales	2,536.1	2,664.7	(128.6)	(4.8)
Selling, general and administrative expense	281.0	257.8	23.2	9.0
Research and development expense	34.4	32.9	1.5	4.6
Total costs and expenses	2,851.5	2,955.4	(103.9)	(3.5)
Other expense, net	(2.4)	(11.5)	9.1	*
Net interest expense	(6.5)	(0.8)	(5.7)	*
Income before income taxes	384.8	378.1	6.7	1.8
Provision for income taxes	114.8	117.7	(2.9)	(2.5)
Income from continuing operations	270.0	260.4	9.6	3.7
Income (loss) from discontinued operations, net of income taxes	0.2	11.0	(10.8)	*
Net income	270.2	271.4	(1.2)	(0.4)
Less: net income attributable to noncontrolling interests	(1.6)	(1.4)	(0.2)	(14.3)
Net income attributable to FMC Technologies, Inc	$ 268.6	$ 270.0	(1.4)	(0.5)

* Not meaningful

Our total revenue for the nine months ended September 30, 2009, decreased $100.6 million compared to the same period in 2008. Total revenue for the nine months ended September 30, 2009 included a $465.7 million unfavorable impact of foreign currency translation. Excluding the impact of foreign currency translation, total revenues grew by $365.1 million during the nine months ended September 30, 2009, primarily as a result of our Energy Production businesses. The revenue increase in Energy Production was partially offset by a decline in Energy Processing revenues on lower fluid control product sales volumes, resulting primarily from the deterioration of oil and gas prices which led to the weaker North American oilfield activity.

Gross profit (revenue less cost of sales) totaled $709.1 million, or 21.9% of revenues, for the nine months ended September 30, 2009, and was 1.5 percentage points above the gross profit margins generated in the nine months ended September 30, 2008. The margin improvement resulted primarily from an improved portfolio of projects in our subsea business and better project execution during the nine months ended September 30, 2009. On an absolute dollar basis, gross profit increased by $28.0 million for the nine months ended September 30, 2009, as compared to the prior-year period. Excluding the impact of foreign currency translation, gross profit increased $98.8 million during the nine-month period ended September 30, 2009, as compared to the same period in 2008.

SG&A expense increased by $23.2 million during the nine months ended September 30, 2009, compared to the prior-year period, which includes a benefit of $19.4 million from the strengthening of the U.S. dollar. The improvement in our common stock price and other investments held in our employee benefit trust during the third quarter of 2009 resulted in a $13.3 million increase in compensation expense related to our non-qualified deferred compensation plan. We also incurred higher pension expense of $14.2 million and additional stock-based compensation expense of $2.9 million, which includes the accelerated vesting of certain stock awards in accordance with our stock-based compensation plan. Additionally, we had increased spending in our Energy Production businesses due to higher staff expenses and increased bid activity. The increase in expense was partially offset by our cost containment initiatives to align current business activities.

Other expense, net, for the nine months ended September 30, 2009 and 2008, reflected $6.0 million and $6.9 million in losses, respectively, on foreign currency derivative instruments, for which hedge accounting is not applied. Additionally, we recognized $2.9 million in gains for the nine months ended September 30, 2009, compared to $4.4 million in expense in the prior-year period associated with investments held in an employee benefit trust for our non-qualified deferred compensation plan.

Net interest expense increased $5.7 million in the first nine months of 2009, compared to the same period in 2008, primarily due to lower interest income for the nine months ended September 30, 2009, driven by lower yields on cash investments.

Our income tax provisions during the first nine months of 2009 and 2008 reflect effective tax rates of 30.0% and 31.3%, respectively. The decrease in the effective tax rate in 2009 was primarily due to a favorable change in the country mix of earnings and a reduction in the U.S. tax cost of deemed and actual dividends from foreign subsidiaries, partially offset by a decrease in favorable foreign tax benefits and the provision of U.S. tax on the earnings of certain foreign subsidiaries not treated as being indefinitely reinvested outside the U.S. 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.

Our discontinued operations generated income of $0.2 million and $11.0 million during the nine months ended September 30, 2009 and 2008, respectively. The income in 2009 represents favorable adjustments to expenses incurred related to the spin-off of JBT which occurred in July 2008. The income in 2008 was primarily attributable to the operating results of JBT for the seven months ended July 31, 2008, partially offset by expenses related to the spin-off.

OPERATING RESULTS OF BUSINESS SEGMENTS
NINE MONTHS ENDED SEPTEMBER 30, 2009 AND 2008

(In millions, except %)	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008	Favorable/ (Unfavorable) $	Favorable/ (Unfavorable) %
Revenue				
Energy Production Systems	$2,733.1	$2,697.9	35.2	1.3
Energy Processing Systems	521.3	653.6	(132.3)	(20.2)
Other revenue and intercompany eliminations	(9.2)	(5.7)	(3.5)	(61.4)
Total revenue	$3,245.2	$3,345.8	(100.6)	(3.0)
Segment Operating Profit				
Energy Production Systems	$ 384.9	$ 301.6	83.3	27.6
Energy Processing Systems	81.8	124.8	(43.0)	(34.5)
Total segment operating profit	466.7	426.4	40.3	9.5
Corporate Items				
Corporate expense	(25.2)	(28.4)	3.2	11.3
Other revenue and other expense, net	(51.8)	(20.5)	(31.3)	*
Net interest income (expense)	(6.5)	(0.8)	(5.7)	*
Total corporate items	(83.5)	(49.7)	(33.8)	(68.0)
Income from continuing operations before income taxes	383.2	376.7	6.5	1.7
Provision for income taxes	114.8	117.7	2.9	2.5
Income from continuing operations	268.4	259.0	9.4	3.6
Income (loss) from discontinued operations, net of income taxes	0.2	11.0	(10.8)	*
Net income attributable to FMC Technologies, Inc.	$ 268.6	$ 270.0	(1.4)	(0.5)

* Not meaningful

Energy Production Systems

Energy Production Systems' revenue for the nine months ended September 30, 2009, increased $35.2 million compared to the same period in 2008. Revenue for the quarter ended September 30, 2009 included a $444.5 million unfavorable impact of foreign currency translation. Excluding the impact of foreign currency translation, total revenues grew by $479.7 million during the nine-month period ended September 30, 2009. The increase was driven primarily by an improved portfolio of projects in our subsea business and better project execution during the first nine months of 2009. 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 America surface wellhead markets.

Energy Production Systems' operating profit totaled $384.9 million, or 14.1% of revenues, for the nine months ended September 30, 2009, and was 2.9 percentage points above the operating profit generated in the comparable prior-year period. The margin improvement was driven primarily by an improved portfolio of projects in our subsea business and better project execution during the first nine months of 2009. On an absolute dollar basis, operating profit increased by $83.3 million during the first nine months of 2009, as compared to the prior-year period. Excluding the impact of foreign currency translation, operating profit increased $129.1 million in the first nine months of 2009, as compared to the same period in 2008.

Energy Processing Systems

Energy Processing Systems' revenue was $132.3 million lower for the first nine months of 2009, compared to the same period in 2008. The decrease was driven primarily by reduced demand for fluid control products resulting from weaker oil and gas prices as a consequence of the decline in the North American oilfield activity and the impact of a stronger U.S. dollar in 2009, as compared to the prior-year period.

Energy Processing Systems' operating profit in the first nine months of 2009 decreased by $43.0 million compared to the same period in 2008, primarily reflecting the decline in product sales volumes.

Corporate Items

Our corporate items reduced earnings by $83.5 million for the nine months ended September 30, 2009, compared to $49.7 million for the same period in 2008. The increase in expense primarily reflects an increase in pension expense of $13.3 million and additional foreign currency losses of $6.2 million during the nine-month period ended September 30, 2009, compared to the nine months ended September 30, 2008. Compensation expense also increased by $6.0 million for company stock and investments held in an employee benefit trust for our non-qualified deferred compensation plan. Additionally, we had increased interest expense of $5.7 million as a result of lower interest income during the nine months ended September 30, 2009, driven by reduced yields on cash investments, and to a lesser extent, increased employee stock-based compensation expense of $2.5 million, which includes the accelerated vesting of certain stock awards in accordance with our stock-based compensation plan and for the nine months ended September 30, 2009, compared to the prior-year period. These items were partially offset by the reduction of corporate staff expenses of $3.2 million during the nine months ended September 30, 2009.

LIQUIDITY AND CAPITAL RESOURCES

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

We were in a net cash position at September 30, 2009. Net cash, or net debt, 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 cash (debt) is a meaningful measure of our financial leverage and 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 cash (debt).

(In millions)	September 30, 2009	December 31, 2008
Cash and cash equivalents	$ 397.4	$ 340.1
Short-term debt and current portion of long-term debt	(9.5)	(23.0)
Long-term debt, less current portion	(309.9)	(472.0)
Net cash (debt)	$ 78.0	$ (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 $134.2 million and capital expenditures of $76.0 million.

Cash Flows

During the nine months ended September 30, 2009, we generated $415.3 million in cash flows from operating activities of continuing operations compared to $214.8 million during the comparable prior-year period. The year-over-year improvement was due primarily to lower investments in working capital and the timing of federal income tax payments. Our working capital balances can vary significantly depending on the payment and delivery terms on key contracts. Increased working capital investment was partially offset by improved profitability levels.

During the nine months ended September 30, 2009, cash flows required by investing activities of continuing operations totaled $57.2 million, primarily consisting of amounts required to fund capital expenditures of $76.0 million. Capital expenditures during the nine months ended September 30, 2009, decreased by $41.8 million from the prior-year period, reflecting the lower spending on subsea capacity additions and offshore tooling and the completion of intervention assets for Energy Production Systems. Capital expenditures were partially offset by $18.8 million in proceeds from the disposal of assets and the sale of other investments during the nine-month period ended September 30, 2009, compared to $3.1 million in the same period in 2008.

Cash required by financing activities of continuing operations was $316.8 million for the nine months ended September 30, 2009, compared to cash provided by financing activities of $89.9 million for the nine months ended September 30, 2008. We reduced our net borrowings by $176.8 million for the nine months ended September 30, 2009, compared to increased net borrowings of $246.4 million for the comparable prior-year period. Under our share repurchase authorization program, we repurchased 3.9 million shares for $134.2 million and 5.7 million shares for $324.0 million for the nine months ended September 30, 2009 and 2008, respectively. Additionally, we received proceeds from JBT of $157.8 million in the third quarter of 2008, in conjunction with the spin-off of JBT.

Debt and Liquidity

The following is a summary of our credit facilities at September 30, 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	$ 205.0	$ 92.0	$31.6	$271.4	December 2012
364-day revolving committed credit agreement	350.0	—	—	—	350.0	January 2010
One-year revolving credit facility	5.0	—	—	—	5.0	December 2009
	$955.0	$ 205.0	$ 92.0	$31.6	$626.4	

(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 $92.0 million of commercial paper issued under this facility at September 30, 2009. Therefore, at September 30, 2009, as 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.

Credit risk analysis

Valuations of derivative assets and liabilities reflect the value of the instruments, including the values associated with counterparty risk. These values must also take into account our credit standing, thus including in the valuation of the derivative instrument the value of the net credit differential between the counterparties to the derivative contract. Our methodology includes the impact of both counterparty and our own credit standing. Additional information about credit risk is incorporated herein by reference from Note 13 to our consolidated financial statements included in Item 1 of this Quarterly Report on Form 10-Q.

Outlook

We have historically generated our capital resources primarily through operations and, when needed, through credit facilities. In 2008, we witnessed volatility in the credit, equity and commodity markets. 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.

In addition to cash paid for acquisitions of $153.2 million in October 2009, as disclosed in the subsequent event footnote (Note 16), we are projecting to spend approximately $24.0 million during the fourth quarter of 2009 for capital expenditures primarily for improvements to our manufacturing and service capabilities. We anticipate contributing approximately $5.5 million to our pension plans and to fund the remaining acquisition related payment of $10.0 million pertaining to our 45% interest in Schilling Robotics, LLC during the last quarter of the year. 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 $626.4 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 or mergers 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.

CRITICAL ACCOUNTING ESTIMATES

Refer to our Annual Report on Form 10-K for the year ended December 31, 2008, for a discussion of our critical accounting estimates. During the nine months ended September 30, 2009, there were no material changes in our judgments and assumptions associated with the development of our critical accounting estimates.

RECENTLY ISSUED ACCOUNTING STANDARDS

In October 2009, the FASB issued ASU No. 2009-13, "Multiple-Deliverable Revenue Arrangements," (an amendment to ASC 605, "Revenue Recognition"). ASU No. 2009-13 requires entities to allocate revenue in an arrangement using estimated selling prices of the delivered goods and services based on a selling price hierarchy. The amendment eliminates the residual method of revenue allocation and requires revenues to be allocated using the relative selling price method. ASU No. 2009-13 should be applied on a prospective basis for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with early adoption permitted. ASU No. 2009-13 is effective for us on January 1, 2011. We are currently evaluating the provisions of ASU No. 2009-13 and have not yet determined the impact, if any, on our consolidated financial statements.

In June 2009, the FASB issued ASC 105-10, "Generally Accepted Accounting Principles." ASC 105-10 establishes the FASB Codification as 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. The FASB will now issue new standards in the form of ASUs. The FASB will not consider ASUs as authoritative in their own right. ASUs will serve only to update the Codification, provide background information about the guidance and provide the bases for conclusions on the changes in the Codification. We adopted ASC 105-10 effective July 1, 2009. References made to FASB guidance have been updated for the Codification throughout this document.

In May 2009, the FASB issued guidance, included in ASC 855-10, "Subsequent Events," 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. We adopted the new requirements in our June 30, 2009, consolidated financial statements.

In April 2009, the FASB issued guidance that requires disclosure about the fair value of financial instruments for interim financial statements of publicly traded companies, which is included in the Codification in ASC 825-10-65, "Financial Instruments." We adopted the guidance for the quarter ended June 30, 2009. The adoption of ASC 825-10-65 did not have an impact on our consolidated results of operations or financial condition. See Note 13 for additional disclosure included in accordance with ASC 825-10-65.

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

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in reported market risks from the information reported in our Annual Report on Form 10-K for the year ended December 31, 2008.

ITEM 4. CONTROLS AND PROCEDURES

Under the direction of our principal executive officer and principal financial officer, we have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of September 30, 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 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.

There were no changes in controls identified in the evaluation for the quarter ended September 30, 2009, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

There have been no material legal proceedings identified or material developments in existing legal proceedings noted during the nine months ended September 30, 2009.

ITEM 1A. RISK FACTORS

There have been no material changes in our Risk Factors as set forth in Item 1A to Part I of our Annual Report on Form 10-K for the year ended December 31, 2008.

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

We had no unregistered sales of equity securities during the three months ended September 30, 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, 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 September 30, 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)
July 1, 2009 – July 31, 2009	487,860	$ 38.51	482,700	6,225,042
August 1, 2009 – August 31, 2009	347,281	$ 45.44	343,481	5,881,561
September 1, 2009 – September 30, 2009	92,372	$ 47.60	90,902	5,790,659
Total	927,513	$ 42.01	917,083	5,790,659

(a) Represents 917,083 shares of common stock repurchased and held in treasury and 10,430 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 22,740 shares of registered common stock held in this trust, as directed by the beneficiaries during the three months ended September 30, 2009.

(b) As of September 30, 2009, there were no remaining shares available for purchase under the July 2008 Board of Directors authorization.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS

(a) Exhibits

Number in Exhibit Table	Description
4.1	Amendment to Rights Agreement, dated as of September 8, 2009 between FMC Technologies, Inc. and National City Bank, as Rights Agent (incorporated by reference from Exhibit 4.1 to the Form 8-K filed September 11, 2009).
10.6	FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6a	First Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6b	Second Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6c	Third Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6d	Fourth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6e	Fifth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6f	Sixth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6g	Seventh Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6h	Eighth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6i	FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6j	First Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6k	Second Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6l	Third Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6m	Fourth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6n	Fifth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.7	First Amendment of FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan.
10.8	FMC Technologies, Inc. Savings and Investment Plan.
10.8a	First Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8b	Second Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8c	Third Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8d	Fourth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8e	Fifth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8f	Sixth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8g	Seventh Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8h	Eighth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8i	Ninth Amendment of FMC Technologies, Inc. Savings and Investment Plan.

Number in Exhibit Table	Description
10.8j	Tenth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.9	First Amendment of FMC Technologies, Inc. Non-Qualified Savings and Investment Plan.
10.10	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.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

SIGNATURE

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

FMC TECHNOLOGIES, INC.
(Registrant)

/S/ JAY A. NUTT

Jay A. Nutt
Vice President, Controller and duly authorized officer

Date: November 3, 2009

EXHIBIT INDEX

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10.6f	Sixth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6g	Seventh Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6h	Eighth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan.
10.6i	FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6j	First Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6k	Second Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6l	Third Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6m	Fourth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.6n	Fifth Amendment of FMC Technologies, Inc. Employees' Retirement Program Part II Union Hourly Employees' Retirement Plan.
10.7	First Amendment of FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan.
10.8	FMC Technologies, Inc. Savings and Investment Plan.
10.8a	First Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8b	Second Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8c	Third Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8d	Fourth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8e	Fifth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8f	Sixth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8g	Seventh Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8h	Eighth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.8i	Ninth Amendment of FMC Technologies, Inc. Savings and Investment Plan.

Number in Exhibit Table	Description
10.8j	Tenth Amendment of FMC Technologies, Inc. Savings and Investment Plan.
10.9	First Amendment of FMC Technologies, Inc. Non-Qualified Savings and Investment Plan.
10.10	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.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Exhibit 10.6

FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM

PART I

SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN

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FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM
PART I
SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN

INTRODUCTION

The FMC Technologies, Inc. Employees' Retirement Program ("Program") is 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").

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. 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. This document is Part I Salaried and Nonunion Hourly Employees' Retirement Plan ("Plan") and covers the eligible employees as provided in Article II Participation. This document is generally 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. This document 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.

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 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.

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 foregoing, for purposes of Section 12.8, Actuarial Equivalent value shall be determined as follows:

(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 rate for immediate annuities used by the Pension Benefit Guaranty Corporation for plans terminating 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; and

(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 July 1, 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.

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 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 (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.

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)).

A 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. 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.

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.

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. 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;

(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 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, 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 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.

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 permanent, 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:** A Participant's Normal Retirement Benefit shall be increased $1 for each $120.00 of unwithdrawn Employee Contributions and Interest 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 an individual Aetna nonparticipating annuity) 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 Thrift 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 the 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. Such conversion will be made using the actuarial assumptions in effect (as shown on Exhibits E-1, E-2, E-3, and E-4, as amended from time to time) as of the Annuity Starting Date. The value of the Participant's vested benefit under the Duplicate Benefit Plan shall be determined as of the earlier of such date or the date distribution of such vested benefit was made or commenced.

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 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:** 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.

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 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.

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.

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.

(iii) 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.

(iv) 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.

(v) 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:** 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) $7,500 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 50% Joint and Survivor's Annuity payable 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, 1/12th of 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) The dollar limitation under Subsection (a) 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 $5/9$ths 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 $5/9$ths of 1% for each of the first 36 months and by $5/12$ths 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, 1985 shall be the 1983 Group Annuity Mortality Table (weighted 50% male and 50% female);

(4) in the case of a Participant whose retirement benefit commences after the Participant's Social Security Retirement Age, the dollar limitation shall be the Actuarial Equivalent of Subsection (a) above payable at the Participant's Social Security Retirement Age, using the lesser of the interest rate assumption under the Plan or 5% per year. The mortality basis for determining Actuarial Equivalence for terminations on or after January 1, 1985 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

(ii) 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.

3.6 **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;

(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 62nd 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 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.

Notwithstanding any contrary provision of the Plan, for purposes of determining a Participant's total combined age and Years of Vesting Service under Section 4.2(c)(i), 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.

(d) A Participant covered under Subsection (c) of this Section 4.2 who has 10 Years of Credited Service shall have added to his age the period of time during which he is receiving severance pay from the Company.

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.

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), 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, subject to Section 6.2, be paid to the Participant's surviving Joint Annuitant for such Joint Annuitant's life.

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), but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity. After the Participant's death, 100% of such reduced annuity will continue to be paid to the Participant's surviving Joint Annuitant for such Joint Annuitant's life.

6.2.4 **Level Income Option:** The Level Income Option provides greater monthly annuity payments prior to the Participant's 62nd birthday (determined in accordance with Exhibit E-3) 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.

6.3 **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 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 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.

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 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.

6.4 **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.

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 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 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 lump sum Actuarial Equivalent value of (a) 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 the individual Aetna nonparticipating annuity (if any), and (b) the lump sum Actuarial Equivalent value of the individual Aetna nonparticipating annuity (if any) are both $5,000 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.

If a lump sum distribution is so paid and the Participant 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.

(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, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. In the case of an eligible rollover distribution to the surviving spouse, however, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(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 writing on the form 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, Joint Annuitant or Beneficiary, as the case may be.

12.11.2 The Company shall give written notice of its decision on any application to the applicant within 90 days. If special circumstances require a longer period of time the Company shall so notify the applicant within 90 days, and give written notice of its decision to the applicant within 180 days after receiving the application. In the event any application for benefits is denied in whole or in part, the Company shall notify the applicant in writing of the right to a review of the denial. Such written notice shall set forth, in a manner calculated to be understood by the applicant, specific reasons for the denial, specific references to the Plan

provisions on which the denial is based, a description of any information or material necessary to perfect the application, an explanation of why such material is necessary and an explanation of the Plan's review procedure.

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 which has the authority to act with respect to any appeal from a denial of benefits under the Plan.

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 written notice of the denial. The Company shall give the applicant or such representative an opportunity to review, by written request, pertinent materials (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Benefits Plan Committee, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters which the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents or other material as it may deem necessary or appropriate in making its review.

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 60 days, and give written notice of its decision to the applicant within 120 days after receiving the request for review. The Review Panel shall give notice of its decision to the Company and to the applicant in writing. 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.

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 No legal or equitable action for benefits under the Plan shall be brought unless and until the claimant (a) has submitted a written application for benefits in accordance with Section 12.10.1, (b) has been notified by the Company that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 12.10.4 and (d) has been notified in writing that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 12.11.5. A claimant may not bring an action for benefits in accordance with this Section 12.11.7 after 90 days after the Review Panel denies the claimant'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) and the regulations promulgated thereunder. Generally, a Key Employee is an Employee or former Employee who, at any time during the Plan Year containing the Determination Date or any of the 4 preceding Plan Years, is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than 50% of the amount in effect under Code Section 415(b)(1)(A);

(b) one of the 10 Employees of the Company and all Affiliates owning (or considered to own within the meaning of Code Section 318) the largest interests in any of the Company and the Affiliates, but only if the Employee has annual Compensation greater than the limitation in effect under Code Section 415(c)(1)(A);

(c) a 5% owner of the Company or an Affiliate; or

(d) 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 or within the 4 preceding Plan Years. However, 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; and

(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.

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, and shall be limited to $160,000 (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 pursuant to Exhibits E-l, E-2, E-3, and E-4.

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).

13.4 **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 5 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.

To record the adoption of the Plan to read as set forth herein, the Company has caused its authorized member of the Committee to execute the same this 1st day of May, 2001, to be effective May 1, 2001, except as otherwise provided in the text herein.

FMC Technologies, Inc.

By: /s/ William H. Schumann III

Member, Employee Welfare Benefits
Plan Committee

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

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	February 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 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 Salaried 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 January 1, 1989:

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 5 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 60 months, it will continue, in the same amount as during the Participant's life, for the remainder of the 60 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 **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:

> **Life and Term Certain Annuity**: A Life and Term Certain Annuity is an immediate annuity which is the Actuarial Equivalent (determined in accordance with Exhibit E-1) 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 certain 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.

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 **Available Forms of Benefits**

In addition to the optional forms of benefit described in the Plan, a Participant may elect to receive his Prior Plan benefit in the following form of benefit:

> **Life and Term Certain Annuity**: A Life and Term Certain Annuity is an immediate annuity which is the Actuarial Equivalent (determined in accordance with Exhibit E-1) 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 certain 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.

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 10.6a

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 (the "Plan"); and

WHEREAS, amendment of the Plan is now considered desirable;

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, and pursuant to authority delegated to the undersigned officer of the Company by resolution of its Board of Directors, the Plan is hereby amended, effective May 1, 2001, in the following respects:

1. By substituting "65th" for "62nd" in the last line of Section 3.2.3.

2. By deleting the last paragraph of Section 4-4 of Supplement 4 and inserting the following in lieu thereof:

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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 1st day of August, 2001.

FMC Technologies, Inc.

By: /s/ William H. Schumann III
Member, Employee Welfare Benefits Plan Committee

Exhibit 10.6b

**SECOND 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"); and

WHEREAS, amendment of the Plan is now considered desirable;

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, and pursuant to authority delegated to the undersigned officer of the Company by resolution of its Board of Directors, the Plan is hereby amended, effective May 1, 2001, in the following respects:

1. By correcting a typographical error in Section 2 of the First Amendment of FMC Technologies, Inc. Employees' Retirement Program Part I Salaried and Nonunion Hourly Employees' Retirement Plan to reference Section 2-4 of Supplement 2 instead of Section 4-4 of Supplement 4.

2. By deleting Section 3-5 of Supplement 3 and inserting the following in lieu thereof:

"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. By deleting Section 4-6 of Supplement 4 and inserting the following in lieu thereof:

"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 their 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 completed 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."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January 2002.

FMC Technologies, Inc.

By: /s/ Jeffrey W. Carr
Jeffrey W. Carr, Member Employee
Welfare Benefits Plan Committee

Exhibit 10.6c

THIRD 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, amendment of the Plan is now considered desirable to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA");

WHEREAS, this amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder; and

WHEREAS, this 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, effective January 1, 2002 (unless otherwise indicated), in the following respects:

1. Effective May 1, 2001, the definition of Actuarial Equivalent contained in Article I of the Plan is hereby amended to read as follows:

"**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 foregoing, for purposes of Section 12.8, Actuarial Equivalent value shall be determined as follows:

(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; and

(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)."

2. The definition of Earnings contained in Article I of the Plan is hereby amended to read as follows:

"**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 the 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.

A 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."

3. A new sentence shall be added to the end of Section 3.3.2 of the Plan to read as follows:

"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."

4. Effective May 1, 2001, Section 3.5.1 of the Plan is hereby amended to read as follows:

"3.5.1 **Limitation on Accrued Benefit:** Effective January 1, 2002, 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 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) Effective January 1, 2002, 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 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 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 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."

5. A new paragraph shall be added to the end of subsection (a) of Section 12.10 of the Plan to read as follows:

"Effective January 1, 2002, 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."

6. Subsection (b) of Section 12.10 of the Plan is hereby amended to read as follows:

"(b) Effective January 1, 2002, 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, effective January 1, 2002, 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. Effective for Plan Years beginning on or after January 1, 2002, 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."

7. The definition of Key Employee contained in Section 13.1 of the Plan is hereby amended to read as follows:

"**Key Employee** means an employee described in Code Section 416(i)(1), the regulations promulgated thereunder and other guidance of general applicability issued thereunder. Effective January 1, 2002, 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."

8. The definition of Present Value contained in Section 13.1 of the Plan is hereby amended to read as follows:

"**Present Value** means, effective January 1, 2002, 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."

9. A new subsection 13.3.5 of the Plan is hereby amended to read as follows:

"13.3.5. For purposes of this Section 13.3, "416 Compensation" shall mean W-2 wages for the calendar year ending with or within the Plan Year, and 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."

10. A new subsection 13.3.8 of the Plan is hereby added to Section 13.3 to read as follows:

"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."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of December 2002.

FMC Technologies, Inc.

By: /s/ William H. Schumann
Senior Vice President and Chief Financial Officer

Exhibit 10.6d

FOURTH 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, amendment of the Plan is now considered desirable to clarify the Plan language to reflect certain administrative practices and include reference to applicable regulations; and

WHEREAS, this 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, effective May 1, 2001, in the following respects:

1. The definition of Hour of Service contained in Article I of the Plan is hereby amended to read as follows:

"**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."

2. The definition of **Participant** contained in Article I of the Plan is hereby amended to read as follows:

"**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."

3. The definition of **Period of Service** contained in Article I of the Plan is hereby amended to read as follows:

"**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."

4. Section 2.1 **Eligibility and Commencement of Participation** is hereby amended by eliminating the word "permanent" in Subsection (b) and replacing it with the word "regular."

5. Section 3.1.3 **Increases for Employee Contributions:** is hereby amended to read as follows:

"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."

6. Section 3.1.4 **Reductions for Certain Benefits:** is hereby amended to read as follows:

"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."

7. Section 3.2.4 **Adjustments to Early Retirement Benefit:** is hereby amended to read as follows:

"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."

8. Section 3.3.1 **Deferred Retirement:** is hereby amended to read as follows:

"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 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."

9. Section 3.3.2 **Distribution Requirements** is hereby amended by adding the following sentence to the end thereof:

"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."

10. Section 4.2 **Amount of Termination Benefit** is hereby amended to read as follows:

"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 Section 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 to 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 a specified permanent shut down 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."

11. Section 5.1 **Employee Contributions** is hereby amended by adding the following sentence to the end thereof:

"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."

12. Section 9.3 **Committee Members** is hereby amended by deleting the phrase "Chief Executive Officer" and replacing it with the phrase "Board of Directors" in each place where it appears.

13. Section 12.8 **Small Annuities** is hereby amended to read as follows:

"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 (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."

14. Section 12.11 **Claims Procedure** is hereby amended to read as follows:

"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, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters 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 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 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, 200 East Randolph Drive, Chicago, Illinois 60601." 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."

15. Subsection 13.3.5 of the Plan is hereby amended to read as follows:

"13.3.5. For 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)."

16. Subsection 13.4.2 of the Plan is hereby amended to read as follows:

"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

(a) the date the Participant receives written notice of the amendment from the Company."

17. Exhibit A - **Credited Service** is hereby amended by adding the following to the end thereof:

"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"

18. Supplement 1 – **Jetway Systems Division** is hereby amended by amending the first sentence of Section 1-5 of Supplement 1 to read as follows:

"A Participant is fully vested in the Participant's benefit under the Prior Plan."

19. Supplement 1 – **Jetway Systems Division** is hereby amended by amending the first sentence of Section 1-7 of Supplement 1 to read as follows:

"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."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 25th day of February 2003.

FMC Technologies, Inc.

By: /s/ William H. Schumann

Senior Vice President and
Chief Financial Officer

Exhibit 10.6e

FIFTH 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, amendment of the Plan is now considered desirable to (i) update the Plan's definition of Actuarial Equivalent in furtherance of the final U.S. Treasury regulations regarding qualified joint and survivor annuity relative value requirements; (ii) reduce the cashout amount for Small Annuities with respect to Code Section 401(a)(31) and the related Department of Labor regulations regarding the administrative handling of Small Annuities; and (iii) provide for retroactive annuity starting dates; and

WHEREAS, this 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 February 1, 2006, the first paragraph and the introductory phrase of the second paragraph of the definition of Actuarial Equivalent contained in Article I of the Plan are hereby amended and restated in their entireties to read as follows:

> "**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, 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 and 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):

2. Effective February 1, 2006, the first sentence of Section 6.2.2 is hereby amended and restated in its entirety to read as follows:

A 50% Joint and Survivor's Annuity is an immediately 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.

3. Effective February 1, 2006, the first sentence of Section 6.2.3 is hereby amended and restated in its entirety to read as follows:

A 100% Joint and Survivor's 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.

4. Effective February 1, 2006, the first sentence of Section 6.2.4 is hereby amended and restated in its entirety to read as follows:

The Level Income Option provides greater monthly annuity payments prior the Participant's 62nd birthday (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.

5. Effective January 1, 2004, Section 6.3.2 is hereby amended by adding the following sentence to the end thereof to read as follows:

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. Effective January 1, 2004, Section 6.3.5 is hereby added to the Plan to read as follows:

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)-l(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.

7. Effective January 1, 2004, Section 6.6 is hereby added to the Plan to read as follows:

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)-l(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.

8. Effective for distributions made on or after January 1, 2005, the first paragraph of Section 12.8 contained in Article XII of the Plan is hereby amended and restated in its entirety to read as follows:

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 $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.

9. Effective February 1, 2006, Section 13.3.6 is hereby amended and restated in its entirety to read as follows:

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 with respect to the optional form of benefit conversion, the minimum accrued benefit shall be determined pursuant to the definition of Actuarial Equivalent.

10. Effective February 1, 2006, the first sentence of the definition of Life and Term Certain Annuity in Section 3-5 of Supplement 3 – **Moorco International Inc. Retirement Income Plan** is hereby amended and restated in its entirety to read as follows:

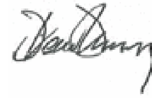
A Life and Term Certain Annuity is an immediate annuity which is the Actuarial Equivalent of an Individual Life Annuity, but which provides a smaller monthly annuity for the Participant's life than an Individual Life Annuity.

11. Effective February 1, 2006, the first sentence of the definition of Life and Term Certain Annuity in Section 4-6 of Supplement 4 – **Smith Meter, Inc. Salaried Retirement Plan** is hereby amended and restated in its entirety to read as follows:

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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative 24TH day of OCTOBER, 2006.

FMC Technologies, Inc.



By: ______________________________

Vice President
Human Resources

Exhibit 10.6f

SIXTH 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, amendment of the Plan is now considered desirable to cease crediting service and cease increasing final average yearly earnings to participants for the period for which such participants are receiving disability benefits under the Long-Term Disability Plan for Employees of FMC Technologies, Inc.; and

WHEREAS, this 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 12, 2006, the definition of Final Average Yearly Earnings contained in Article I of the Plan is hereby amended and restated in its entirety to read as follows:

> **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.

2. Effective January 12, 2006, the definition of Year of Credited Service contained in Article I of the Plan is hereby amended and restated in its entirety to read as follows:

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.

3. Effective January 12, 2006, the definition of Year of Vesting Service contained in Article I of the Plan is hereby amended by adding the following sentence to the end thereof to read as follows:

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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 24TH day of OCTOBER, 2006.

FMC Technologies, Inc.

By: ______________________________

Vice President

Human Resources

Exhibit 10.6g

SEVENTH 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, amendment of the Plan is now considered desirable to amend the Plan to comply with the Pension Protection Act of 2006 ("PPA"); and

WHEREAS, this 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, 2008, the definition of Actuarial Equivalent set forth in Article I of the Plan is hereby amended to (a) delete the word "and" at the end of section (iii), (b) delete the "." at the end of section (iv) and replace it with "; and" and (c) add a new section (v) which shall read as follows:

(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.

2. Effective January 1, 2008, Article III of the Plan is hereby amended to add a new section 3.5.4 which shall read as follows:

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. Effective January 1, 2008, Section 6.2 of the Plan is hereby amended to add a new section 6.2.5 which shall read as follows:

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.

4. Effective January 1, 2008, the phrase "not more than 90 days" set forth in Sections 6.3.2(a) and (b) of the Plan is hereby deleted and replaced with the phrase "not more than 180 days".

5. Effective January 1, 2008, the phrase "90 days" set forth in Section 6.3.3 is hereby deleted and replaced with the phrase "180 days."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January 2008.

FMC Technologies, Inc.

By: /s/ Maryann Seaman
Vice President
Administration

Exhibit 10.6h

EIGHTH 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 Eighth 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, effective January 1, 2010:

1. The definition of **"Earnings"** contained in Article I of the Plan is hereby amended to add the following sentence to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, a Frozen Participant's Earnings shall not include any compensation paid by the Company or a Participating Employer to the Frozen Participant for any Plan Year commencing on or after January 1, 2010.

2. The definition of **"Eligible Employee"** contained in Article I of the Plan is hereby amended to add the following sentences to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, (i) no Employee shall become an Eligible Employee on or after January 1, 2010; (ii) any individual who becomes an Employee as a result of that certain transaction by and between Direct Drive Systems, Inc. and FMC Technologies, Inc., memorialized under the Purchase Agreement dated September 9, 2009, shall not be an Eligible Employee; and (iii) any Participant who incurs a Severance From Service Date and is subsequently re-employed on or after January 1, 2010 following such Severance From Service Date, shall not be eligible to recommence participation in the Plan following such date of reemployment that occurs on or after January 1, 2010.

3. The definition of **"Final Average Yearly Earnings"** contained in Article I of the Plan is hereby amended to add the following sentence to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, a Frozen Participant's Final Average Yearly Earnings shall be determined as of December 31, 2009, and shall not be redetermined thereafter.

4. The defined term **"Frozen Participant"** is hereby added to Article I of the Plan and shall read as follows:

> Frozen Participant means a Participant who has less than five (5) Years of Vesting Service as of December 31, 2009.

5. The definition of **"Social Security Covered Compensation Base"** contained in Article I of the Plan is hereby amended to add the following sentence to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, no future adjustments occurring pursuant to Section 230 of the Social Security Act after December 31, 2009 shall be made to the Social Security Covered Compensation Base with respect to any Frozen Participant.

6. The definition of **"Year of Credited Service"** contained in Article I of the Plan is hereby amended to add the following sentence to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, except as provided below with respect solely to the determination of whether a Frozen Participant has attained his or her Early Retirement Date, the accrual of any future Year of Credited Service for all Frozen Participants shall cease and, as a result, Year of Credited Service with respect to a Frozen Participant shall not include any Period of Service of the Frozen Participant on or after January 1, 2010. Notwithstanding the preceding to the contrary, with respect solely to the determination of whether a Frozen Participant has attained his or her Early Retirement Date, each future Year of Credited Service of the Frozen Participant shall be taken into account.

7. Section 2.1 of the Plan is hereby amended to add the following paragraph to the end thereof which shall read as follows:

> Notwithstanding any Plan provision to the contrary, (a) no Employee shall become a Participant in the Plan on or after January 1, 2010; (b) no Frozen Participant shall be credited with future Earnings for any Plan Year commencing on or after January 1, 2010; (c) except with respect solely to the determination of whether a Frozen Participant has attained his or her Early Retirement Date as set forth in the definition of Year of Credited Service set forth in Article I of the Plan, no Frozen Participant shall accrue any future Year of Credited Service on or after January 1, 2010; and (d) no future adjustments occurring pursuant to Section 230 of the Social Security Act on or after January 1, 2010 shall be made to the Social Security Covered Compensation Base with respect to any Frozen Participant.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 29th day of October 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann Seaman
Its: Vice President, Administration

Exhibit 10.6i

FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM

PART II
UNION HOURLY EMPLOYEES' RETIREMENT PLAN

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FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM

PART II
UNION HOURLY EMPLOYEES' RETIREMENT PLAN

INTRODUCTION

The FMC Technologies, Inc. Employees' Retirement Program ("Program") is 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").

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. 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. This document is Part II Union Hourly Employees' Retirement Plan ("Plan") and covers certain eligible union hourly employees as provided in Article II Participation. This document is generally effective as of May 1, 2001, except as and to the extent otherwise provided herein. This document 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.

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.

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 foregoing, for purposes of Section 12.8, Actuarial Equivalent value shall be determined as follows:

(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 rate for immediate annuities used by the Pension Benefit Guaranty Corporation for plans terminating 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; and

(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.

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.

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.

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. 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;

(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;

(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 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 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, 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 permanent, 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 FTI Savings and Investment 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 the reduction, the vested benefit under the Duplicate Benefit Plan shall be converted as of the Annuity Starting Date to a form which is identical and the Actuarial Equivalent of the form and amount of benefit which is to be paid under this Plan. The value of the Participant's vested benefit under the Duplicate Benefit Plan shall be determined as of the earlier of such date or the date distribution of such vested benefit was made or commenced.

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.

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.

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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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:** 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) $7,500 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 100% (or 50%, as applicable) Joint and Survivor's Annuity payable to 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, 1/12th of 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) The dollar limitation under Subsection (a) 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 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 1983 Group Annuity Mortality Table (weighted 50% male and 50% female);

(4) In the case of a Participant whose retirement benefit commences after Social Security Retirement Age, the dollar limitation shall be the actuarial equivalent of Subsection (a) above payable at Social Security Retirement Age, using the lesser of the interest rate assumption under the Plan or 5% per year. The mortality basis for determining Actuarial Equivalence for terminations prior to 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.

3.6 **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, 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 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.

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 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 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.

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 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 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.

6.4 **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.

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 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 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 lump sum Actuarial Equivalent value of a retirement or survivor's benefit is $5,000 or less, such amount shall be paid in a lump sum as soon as administratively practicable following the Participant's retirement, termination of employment, or death.

If a lump sum distribution is so paid and the Participant 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.

(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, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. In the case of an eligible rollover distribution to the surviving spouse, however, an eligible retirement plan is an individual retirement account or individual retirement annuity.

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

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 which has the authority to act with respect to any appeal from a denial of benefits under the Plan.

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 written notice of the denial. The Company shall give the applicant or such representative an opportunity to review, by written request, pertinent materials (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Benefits Plan Committee, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters which the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents or other material as it may deem necessary or appropriate in making its review.

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 60 days, and give written notice of its decision to the applicant within 120 days after receiving the request for review. The Review Panel shall give notice of its decision to the Company and to the applicant in writing. 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.

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 No legal or equitable action for benefits under the Plan shall be brought unless and until the claimant (a) has submitted a written application for benefits in accordance with Section 12.10.1, (b) has been notified by the Company that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 12.10.4 and (d) has been notified in writing that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 12.11.5. A claimant may not bring an action for benefits in accordance with this Section 12.11.7 after 90 days after the Review Panel denies the claimant'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) and the regulations promulgated thereunder. Generally, a Key Employee is an Employee or former Employee who, at any time during the Plan Year containing the Determination Date or any of the 4 preceding Plan Years, is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than 50% of the amount in effect under Code Section 415(b)(1)(A);

(b) one of the 10 Employees of the Company and all Affiliates owning (or considered to own within the meaning of Code Section 318) the largest interests in any of the Company and the Affiliates, but only if the Employee has annual Compensation greater than the limitation in effect under Code Section 415(c)(1)(A);

(c) a 5% owner of the Company or an Affiliate; or

(d) 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 or within the 4 preceding Plan Years. However, 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; and

(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.

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, and shall be limited to $160,000 (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).

13.4 **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 a Participant's 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 5 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.

To record the amendment and restatement of the Plan to read as set forth herein, the Company has caused its authorized representative to execute the same this 1st day of May, 2001, to be effective May 1, 2001, except as otherwise provided in the text herein.

FMC Technologies, Inc.

By: /s/ William H. Schumann III

Member, Employee Welfare Benefits
Plan Committee

EXHIBIT A

MERGED PLANS

The following is a list of plans which have been previously merged into the FMC Plan, the effective date of such merger and the applicable Supplement containing the provisions of such prior plans which have been maintained in the FMC Plan and transferred to this Plan in the FTI Spinoff for the applicable FMC Participants. Notwithstanding any Plan provision to the contrary, the terms of the Supplement shall control with respect to the applicable FMC Participants. Unless otherwise defined in the Supplement, defined terms used in the Supplement have the meanings ascribed to them elsewhere in the Plan.

PLAN	EFFECTIVE DATE OF MERGER	SUPPLEMENT NUMBER
Jetway Systems Division Pension Plan for Hourly Employees	May 27, 1994	1
FMC Corporation Retirement Plan for Hourly Employees - Packaging Machinery Division, Green Bay, WI	December 31, 1998	2
Smith Meter, Inc., Erie Plant Industrial Pension Plan	December 31, 1998	3
FMC Corporation Retirement Plan – Food Processing Machinery Division, Hoopeston	December 31, 1998	4
FMC Corporation Retirement Plan for San Jose Commercial Segment – Airline Equipment Division	December 31, 1998	5
FMC Corporation Retirement Plan for San Jose Commercial Signal – Food Processing Machinery Division	December 31, 1998	6

SUPPLEMENT 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).)

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 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%

1-9 **Disability Retirement**

A Participant who has completed 10 Years of Vesting Service 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 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.

SUPPLEMENT 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**

If a Participant's Early Retirement Benefit commences prior to age 62, the Participant's Early Retirement Benefit shall be reduced by 4% 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.

SUPPLEMENT 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 valuing immediate annuities for defined benefit plans terminating on the preceding December 31. No adjustment to such interest rate shall be made if the difference between the otherwise current rate and the applicable PBGC rate is less than 0.5%.

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 l, 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 or after January 1, 2005	$ 29.00

Each Participant whose Years of Credited Service terminates after January 1, 2001, but prior to January 1, 2004 shall have their Normal Retirement Benefit 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 Retirement Benefit already paid to such Participant, but shall be applied solely to any Normal Retirement Benefit payable after January 1, 2004. A Participant's monthly Normal Retirement Benefit 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.

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.

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.

SUPPLEMENT 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

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.

SUPPLEMENT 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)

	MONTHS											
YEARS	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)

	MONTHS											
YEARS	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

SUPPLEMENT 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**

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)

	MONTHS											
YEARS	**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)

	MONTHS											
YEARS	**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 10.6j

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 (the "Plan");

WHEREAS, amendment of the Plan is now considered desirable to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA");

WHEREAS, this amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder; and

WHEREAS, this 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, effective January 1, 2002 (unless otherwise indicated), in the following respects:

1. Effective May 1, 2001, the definition of Actuarial Equivalent contained in Article I of the Plan is hereby amended to read as follows:

"**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 foregoing, for purposes of Section 12.8, Actuarial Equivalent value shall be determined as follows:

(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 (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 described above 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; and

(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)."

2. A new sentence shall be added to the end of Section 3.3.2 of the Plan to read as follows:

"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."

3. Effective May 1, 2001, Section 3.5.1 of the Plan is hereby amended to read as follows:

"3.5.1 **Limitation on Accrued Benefit:** Effective January 1, 2002, 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 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) Effective January 1, 2002, 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 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. 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 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."

4. A new paragraph shall be added to the end of subsection (a) of Section 12.10 of the Plan to read as follows:

"Effective January 1, 2002, 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."

5. Subsection (b) of Section 12.10 of the Plan is hereby amended to read as follows:

"(b) Effective January 1, 2002, 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, effective January 1, 2002, 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. Effective for Plan Years beginning on or after January 1, 2002, 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."

6. The definition of Key Employee contained in Section 13.1 of the Plan is hereby amended to read as follows:

"**Key Employee** means an employee described in Code Section 416(i)(1), the regulations promulgated thereunder and other guidance of general applicability issued thereunder. Effective January 1, 2002, 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."

7. The definition of Present Value contained in Section 13.1 of the Plan is hereby amended to read as follows:

"**Present Value** means, effective January 1, 2002, 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."

8. A new subsection 13.3.5 of the Plan is hereby amended to read as follows:

"13.3.5. For purposes of this Section 13.3, "416 Compensation" shall mean W-2 wages for the calendar year ending with or within the Plan Year, and 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."

9. A new subsection 13.3.8 of the Plan is hereby added to Section 13.3 to read as follows:

"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."

10. The second paragraph of Section 1-4 of Supplement 1 – Jetway Systems Division, Ogden, Utah, to the Plan is amended to read as follows:

"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."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of December 2002.

FMC Technologies, Inc.

By: /s/ William H. Schumann
Senior Vice President and
Chief Financial Officer

Exhibit 10.6k

SECOND 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, amendment of the Plan is now considered desirable to clarify the Plan language to reflect certain administrative practices and include reference to applicable regulations; and

WHEREAS, this 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, effective May 1, 2001, in the following respects:

1. The definition of Hour of Service contained in Article I of the Plan is hereby amended to read as follows:

"**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."

2. The definition of **Participant** contained in Article I of the Plan is hereby amended to read as follows:

"**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."

3. The definition of **Period of Service** contained in Article I of the Plan is hereby amended to read as follows:

"**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."

4. Section 2.1 **Eligibility and Commencement of Participation** is hereby amended by eliminating the word "permanent" in Subsection (b) and replacing it with the word "regular."

5. Section 3.1.3 **Reductions for Certain Benefits** is hereby amended to read as follows:

"3.13 **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."

6. Section 3.3.1 **Deferred Retirement:** is hereby amended by adding the following sentence to the end thereof:

"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."

7. Section 3.3.2 **Distribution Requirements** is hereby amended by adding the following sentence to the end thereof:

"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."

8. Section 9.3 **Committee Members** is hereby amended by deleting the phrase "Chief Executive Officer" and replacing it with the phrase "Board of Directors" in each place where it appears.

9. Section 12.8 **Small Annuities** is hereby amended to read as follows:

"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 (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."

10. Section 12.11 **Claims Procedure** is hereby amended to read as follows:

"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, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters 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 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 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, 200 East Randolph Drive, Chicago, Illinois 60601.” 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."

11. Subsection 13.3.5 of the Plan is hereby amended to read as follows:

"13.3.5. For 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)."

12. Subsection 13.4.2 of the Plan is hereby amended to read as follows:

"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

(a) the date the Participant receives written notice of the amendment from the Company."

13. Supplement 1 – **Jetway Systems Division – Ogden, Utah** is hereby amended by amending the first sentence of Section 1-9 **Disability Retirement** to read as follows:

"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."

14. Supplement 1 – **Jetway Systems Division, Ogden Utah** is hereby amended by amending the first sentence of Section 1-13 **Surviving Spouse's Benefit** to read as follows:

"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."

15. Supplement 2 – **Packaging Machinery, Green Bay Wisconsin** is hereby amended by amending the first sentence of Section 2-7 of Supplement 2 to read as follows:

"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."

16. Supplement 3 – **Smith Meter Plant, Erie, Pennsylvania** is hereby amended by amending Section 3-2 **Actuarial Equivalent** to read as follows:

"**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 Disabled Annuitants Mortality Table – Ultimate Rates (for disabled participants) and the immediate 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."

17. Supplement 3 – **Smith Meter Plant, Erie, Pennsylvania** is hereby amended by amending the last paragraph of Section 3-5 **Normal Retirement Benefit** to read as follows:

"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."

18. Supplement 3 – **Smith Meter Plant, Erie, Pennsylvania** is hereby amended by adding the following sentence to the end of Section 3-7 **Early Retirement Reduction Factor**:

"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."

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 25th day of February 2003.

FMC Technologies, Inc.

By: /s/ William H. Schumann
Senior Vice President and
Chief Financial Officer

Exhibit 10.6l

THIRD 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, amendment of the Plan is now considered desirable to reflect the most recent union negotiations; and

WHEREAS, this 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, effective May 1, 2001, in the following respects:

Supplement 4 – **Food Processing Machinery Division, Hoopeston, Illinois** is hereby amended by adding the following to the end of Section 4-5 **Normal Retirement Benefit:**

"On or after December 1, 2002 $33.00"

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 17th day of March 2003.

FMC Technologies, Inc.

By: /s/ Michael W. Murray
Vice President Human Resources

Exhibit 10.6m

FOURTH 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, amendment of the Plan is now considered desirable to (i) update the Plan's definition of Actuarial Equivalent in furtherance of the final U.S. Treasury regulations regarding qualified joint and survivor annuity relative value requirements; (ii) reduce the cashout amount for Small Annuities with respect to Code Section 401(a)(31) and the related Department of Labor regulations regarding the administrative handling of Small Annuities; (iii) provide for retroactive annuity starting dates and (iv) increase the Benefit Rate with respect to Supplement 3, Smith Meter Plant, Erie, Pennsylvania; and

WHEREAS, this 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 February 1, 2006, the first paragraph of the definition of Actuarial Equivalent contained in Article I of the Plan is hereby amended and restated in its entirety to read as follows:

> **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 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.

2. Effective January 1, 2004, Section 6.3.2 is hereby amended by adding the following sentence to the end thereof to read as follows:

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.

3. Effective January 1, 2004, Section 6.3.5 is hereby added to the Plan to read as follows:

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.

4. Effective January 1, 2004, Section 6.5 is hereby added to the Plan to read as follows:

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)-l(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.

5. Effective for distributions made on or after January 1, 2005, the first paragraph of Section 12.8 contained in Article XII of the Plan is hereby amended and restated in its entirety to read as follows:

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 $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.

6. Effective September 1, 2005, Section 1-7 of Supplement 1 – **Jetway Systems Division – Ogden, Utah** is hereby amended in its entirety to read as follows:

Early Retirement Date means the later of the Participant's 55th birthday and the date the Participant acquires 10 years of Credited Service.

7. Effective September 1, 2005, the table of early retirement reduction factors set forth in Section 1-8 of Supplement 1 – **Jetway Systems Division – Ogden, Utah** is hereby deleted in its entirety and replaced with the following table:

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%

8. Effective January 1, 2006, the chart that appears in Section 3-5 **Normal Retirement Benefit** of Supplement 3 - **Smith Meter Plant, Erie, Pennsylvania** is hereby amended in its entirety to read as follows:

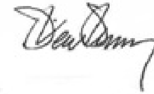
A Participant's monthly Normal Retirement Benefit shall be determined by multiplying the fixed rate provided below in effect on the date the Participant's Years of Credited Service terminate, multiplied by the Participant's Years of Credited Service:

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 or 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

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 24TH day of OCTOBER, 2006.

FMC Technologies, Inc.



By: ______________________

Vice President
Human Resources

Exhibit 10.6n

FIFTH 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, amendment of the Plan is now considered desirable to amend the Plan to comply with the Pension Protection Act of 2006 ("PPA");

WHEREAS, this 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, 2008, the definition of Actuarial Equivalent set forth in Article I of the Plan is hereby amended to (a) delete the word "and" at the end of section (iii), (b) delete the "." at the end of section (iv) and replace it with "; and" and (c) add a new section (v) which shall read as follows:

(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.

2. Effective January 1, 2008, Article III of the Plan is hereby amended to add a new section 3.5.3 which shall read as follows:

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. Effective January 1, 2009, Section 6.2 of the Plan is hereby amended to add the following sentence to the end thereof:

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.

4. Effective January 1, 2008, the phrase "not more than 90 days" set forth in Sections 6.3.2(a) and (b) of the Plan is hereby deleted and replaced with the phrase "not more than 180 days".

5. Effective January 1, 2008, the phrase "90 days" set forth in Section 6.3.3 is hereby deleted and replaced with the phrase "180 days".

6. Effective January 1, 2009, Section 3-5 **Normal Retirement Benefit** of Supplement 3 – **Smith Meter Plant, Erie, Pennsylvania** is hereby amended to add the following to end of such section, which shall read as follows:

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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January 2008.

FMC Technologies, Inc.

By: /s/ Maryann Seaman
Vice President
Administration

Exhibit 10.7

FIRST AMENDMENT OF
FMC TECHNOLOGIES, INC.
SALARIED EMPLOYEES' EQUIVALENT RETIREMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Corporation Salaried Employees' Equivalent Retirement Plan (the "Plan");

WHEREAS, the Company now deems it necessary and desirable to amend the Plan in certain respects; 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 9 Amendment and Termination of the Plan, the Plan is hereby amended in the following respects, effective January 1, 2010:

1. Section 2 of the Plan is hereby amended to add the following sentences to the end thereof which shall read as follows:

The term "Frozen Participant" has such meaning as is given to it under the Salaried Retirement Plan.

2. Section 3 of the Plan is hereby amended to add the following paragraph to the end thereof which shall read as follows:

Notwithstanding any Plan provision to the contrary, a Frozen Participant's Excess Benefit shall be determined as of December 31, 2009. At such time, a Frozen Participant's Excess Benefit shall become frozen and thereafter, no Frozen Participant in the Plan shall accrue any additional Excess Benefits under the Plan.

3. Section 4 of the Plan is hereby amended to add the following paragraph to the end thereof which shall read as follows:

Notwithstanding any Plan provision to the contrary, a Frozen Participant's Excess Benefit shall be determined as of December 31, 2009. At such time, a Frozen Participant's Excess Benefit shall become frozen and thereafter, no Frozen Participant in the Plan shall accrue any additional Excess Benefits under the Plan.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 29th day of October 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann Seaman
Its: Vice President, Administration

Exhibit 10.8

FMC TECHNOLOGIES, INC.
SAVINGS AND INVESTMENT PLAN

(Adopted Effective as of September 28, 2001)

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INTRODUCTION

The FMC Technologies, Inc. Savings and Investment Plan (“Plan”) is hereby 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”).

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.

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 will be interpreted, wherever possible, to comply with the terms of the Code and ERISA.

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.

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 9/12 of the incentive compensation (including management incentive bonuses paid in both cash and restricted stock and local incentive bonuses) paid during the Plan Year for services rendered in the preceding Plan Year, and the 3/12 of the incentive compensation (of the same types) paid during the preceding Plan Year for services rendered in the Plan Year preceding the preceding Plan Year (unless, 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);

(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 $160,000 (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-U.S. Affiliate, and who would be an Eligible Employee if the non-U.S. 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), or a plan described in Code Section 401(a) that accepts the Distributee's Eligible Rollover Distribution. In the case of an Eligible Rollover Distribution paid to a Surviving Spouse, an Eligible Retirement Plan is either an individual retirement account or individual retirement annuity, and does not include an annuity plan or a Code Section 401(a) plan.

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); or (iv) 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).

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**

An Employee becomes a Participant as of the date he or she satisfies all of the following requirements:

(a) the Employee is an Eligible Employee;

(b) 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;

(c) the Employee has filed with the Administrator a Pre-Tax Contribution Election or After-Tax Contribution Election; and

(d) 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.

3.2 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 must choose to defer or contribute between 2% and 20% of his or her Compensation, 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. 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.

3.4 **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.

3.4.2 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 each Matched Participant who made Basic Contributions during that contribution period, by multiplying the Matched Participant's own Basic Contributions for the contribution period by the applicable percentages determined for the Matched Participant, as described above. All Company Contributions will be invested in the Company Stock Fund or, for periods beginning before the Distribution Date, the FMC Stock Fund. Each calendar week will be a contribution period. Subject to the special provisions of Section 3.13 through 3.15, 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.

3.5 **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**

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 must not exceed $30,000 or 25% of the Participant's Compensation. For purposes of this Section 3.7, "annual additions" include all Pre-Tax Contributions, After-Tax Contributions, Company Contributions and Forfeitures allocated to the Participant's Accounts for the Plan Year, except for Excess Pre-Tax Contributions (as described in Section 3.11.4) distributed to the Participant by April 15 following the year for which they were contributed to the Plan. "Annual additions" also include any employer and employee contributions and forfeitures allocated for the Plan Year under other defined contribution plans of the Company and the Affiliates.

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, 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 Company and After-Tax Contributions permitted under Section 3.14 for the Plan Year. The amount of the Excess Aggregate Contribution for any given Eligible Participant is determined by making bookkeeping reductions (as opposed to actual reductions) in contributions. The reductions will be made 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. The Administrator will repeat this bookkeeping procedure until the Plan satisfies the Actual Contribution Percentage Test of Section 3.14. 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.

3.9.8 **Excess Contributions** means for any Plan Year, the excess of the Pre-Tax Contributions (and any Company contributions taken into account in determining the Actual Deferral Percentages) that are made on behalf of Highly Compensated Employees for the Plan Year, over the maximum amount of Pre-Tax Contributions permitted under Section 3.13 for the Plan Year. The amount of the Excess Contribution for any given Eligible Participant is determined by making bookkeeping reductions (as opposed to actual reductions) in

contributions. The reduction will be made 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 dollar amount of the Pre-Tax Contributions for 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. The Administrator will repeat this bookkeeping procedure until the Plan satisfies the Actual Deferral Percentage Test set forth in Section 3.13.

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. Income and losses allocable to a Participant's Excess Pre-Tax Contributions will be 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.

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 within 12 months after the end of the Plan Year in which they arose, and will include income allocable the Excess Contributions for the Plan Year in which they arose. 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.

3.13 **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 close of the Plan Year in which they arose, and will include income allocable to the Excess Aggregate Contributions for the Plan Year in which they arose. 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.

3.14 **Multiple Use of Alternative Limitation**

3.14.1 Multiple use of the alternative limitation occurs if all of the following conditions are satisfied.

(a) The sum of the Average Actual Contribution Percentage for Eligible Participants who are Highly Compensated Employees and the Average Actual Deferral Percentage for Eligible Participants who are Highly Compensated Employees is greater than the Aggregate Limit for the preceding Plan Year.

(b) The Average Actual Deferral Percentage for Eligible Participants who are Highly Compensated Employees exceeds the amount described in Section 3.13.1(a).

(c) The Average Actual Contribution Percentage for Eligible Participants who are Highly Compensated Employees exceeds the amount descried in Section 3.14.1(a)

3.14.2 The Average Actual Deferral and Contribution Percentages for Eligible Participants who are Highly Compensated Employees will be determined for purposes of this Section 3.15 after corrective measures have been taken under Sections 3.13.7 and 3.14.7.

3.14.3 The Administrator will limit the making of After-Tax Contributions or, if that is not sufficient, the election and allocation of Pre-Tax Contributions, in order to avoid multiple use of the alternative limitation. If and to the extent necessary or desirable, the Administrator will eliminate multiple use of the alternative limitation by reducing the Average Actual Contribution Percentage of the Eligible Participants who are Highly Compensated Employees in the manner described in Section 3.10.7 above. The amount of the required reduction will be Excess Aggregate Contributions, and will be forfeited or distributed to Highly Compensated Employees as described in Section 3.14.7 above.

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 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%

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. Notwithstanding the foregoing, if at the time of his or her separation from service the Participant's total Account Balance exceeds $5,000 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. In addition, the benefit payments distributed to any Participant will satisfy the incidental death benefit provisions under Code Section 401(a)(9)(G) and the regulations promulgated under it.

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.

ARTICLE VI

Forms of Benefit, In-Service Withdrawals and Loans

6.1 Cashout of Small Amounts

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.

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.

6.6 **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;

(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 the total Pre-Tax Contributions made to the Plan on behalf of the Participant by the date of the withdrawal, reduced by the amounts of any previous hardship or other in-service withdrawals. In addition, the minimum hardship withdrawal permitted is $500, or, if less, the total amount of Pre-Tax Contributions, made for the Participant, minus any previous hardship or in-service withdrawals.

(a) A distribution is on account of an immediate and heavy financial need if it is for:

(1) medical expenses as described in Code Section 213(d) incurred by the Participant, his spouse or dependents;

(2) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) tuition payments, or related education expenses, for the next 12 months of post-secondary education for the Participant or the Participant's spouse or dependents;

(4) payments necessary to prevent the Participant's eviction from his or her principal residence, or foreclosure on the mortgage on the Participant's residence;

(5) expenses incurred for the funeral of a member of the Participant's immediate family;

(6) legal expenses incurred by the Participant in obtaining a divorce;

(7) expenses incurred by the Participant in remedying an uninsured property loss;

(8) expenses incurred by the Participant in adopting or attempting to adopt a child;

(9) emergency expenses of the Participant in personal bankruptcy; or

(10) other expenses deemed by the Administrator to constitute hardships justifying a hardship withdrawal, and formally adopted under rules of the Administrator as eligible for hardship withdrawal.

(b) A withdrawal will be permitted only if the Participant certifies in writing to the Administrator that the "immediate and heavy financial need" cannot be met from other resources reasonably available to the Participant and the Participant further represents to the Administrator, in such manner and form as the Administrator may require, that the Participant's immediate and heavy financial need cannot be relieved:

(1) through reimbursement or compensation by insurance or otherwise;

(2) by reasonable liquidation of the Participant's assets, to the extent liquidation would not itself cause an immediate and heavy financial need;

(3) by the Participant's ceasing to have Pre-Tax Contributions made for him or her under the Plan; or

(4) by other distributions from plans maintained by a Participating Employer or any other employer, or by borrowing from commercial sources on reasonable commercial terms.

If the Participating Employer or the Administrator knows that the representation required by the preceding sentence would not be true, the hardship withdrawal request will not be granted.

(c) A hardship withdrawal under this Section 6.6.3 cannot exceed the amount required to relieve the financial need, including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

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 Benefits

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.

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.

10.3.3 Notwithstanding Section 10.3.2, Company Contributions must be invested in the Company Stock Fund, or, for periods prior to the Distribution Date, the FMC Stock Fund and may not be invested in any other Investment Fund. Effective as of the Distribution Date, a Participant may transfer any amounts out of the FMC Stock Fund. Effective as of the Distribution Date, no Participant may make contributions to or transfers to the FMC Stock Fund.

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

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.

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 written notice of the denial. The Company shall give the applicant or such representative an opportunity to review, by written request, pertinent materials (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: "Review Panel of the Employee Welfare Benefits Plan Committee, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters which the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents or other material as it may deem necessary or appropriate in making its review.

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 60 days, and give written notice of its decision to the applicant within 120 days after receiving the request for review. The Review Panel shall give notice of its decision to the Company and to the applicant in writing. 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.

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 No legal or equitable action for benefits under the Plan shall be brought unless and until the claimant (a) has submitted a written application for benefits in accordance with Section 13.10.1, (b) has been notified by the Company that the application is denied, (c) has filed a written request for a review of the application in accordance with Section 13.10.4 and (d) has been notified in writing that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Section 13.11.5. A claimant may not bring an action for benefits in accordance with this Section 13.11.7 later than 90 days after the Review Panel denies the claimant'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 who, at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years, is:

(a) an officer of the Company or an Affiliate with annual Compensation greater than 50% of the amount in effect under Code Section 415(b)(1)(A);

(b) one of the ten Employees of the Company and all Affiliates owning (or considered to own within the meaning of Code Section 318) the largest interests in any of the Company and the Affiliates, but only if the Employee has annual Compensation greater than the limitation in effect under Code Section 415(c)(1)(A);

(c) a five percent owner of the Company or an Affiliate; or

(d) a one percent owner of the Company or an Affiliate with annual Compensation from the Company and all Affiliates 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 during the plan year that includes the Determination Date or any of the four preceding plan years, including amounts distributed under a terminated plan that, if it had not been terminated, would have been in the Aggregation Group.

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 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.

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 Heavy 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.

To record the amendment and restatement of the Plan to read as set forth herein, the Company has caused its authorized member of the Committee to execute the same this 28th day of September, 2001, to be effective as of September 28, 2001, except as otherwise expressly provided herein.

FMC TECHNOLOGIES, INC.

By /s/ Michael W. Murray
Member, Employee Welfare Benefits
Plan Committee

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 Automo-bile, 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

Exhibit 10.8a

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 (the "Plan"); and

WHEREAS, since its spin-off from FMC Corporation, the Company has allowed participants in the Plan to continue to hold or sell balances in the FMC Corporation Stock Fund in the participants' discretion, but has prohibited new investments in the FMC Corporation Stock Fund;

WHEREAS, the Company now deems necessary and desirable to amend the Plan to eliminate the FMC Corporation Stock Fund from the investment options offered under the Plan; and

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 10.3 of the Plan, the Plan is hereby amended effective as of July 1, 2003, as follows:

Section 10.3.3. Investment of Accounts is here by amended by adding the following to the end thereof:

> "Effective July 1, 2003 the FMC Stock Fund will be eliminated as an Investment Fund in the Plan. The Company will direct the Trustee to sell any balances remaining in the FMC Corporation Stock Fund on June 30, 2003 and reinvest the proceeds from such sale into another Investment Fund under the Plan to be designated by the Company at the time. It is currently anticipated that any remaining balances in the FMC Corporation Stock Fund will be transferred to the Fidelity Retirement Government Money Market Portfolio."

IN WITNESS WHEREOF, the undersigned officer has executed the foregoing amendment on behalf of the Company, this 13th day of August 2002.

FMC TECHNOLOGIES, INC.

By: /s/ William H. Schumann
Senior Vice President and
Chief Financial Officer

Exhibit 10.8b

SECOND 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"); and

WHEREAS, the Company now deems it necessary and desirable to amend the Plan to conform with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); and

WHEREAS, this Second Amendment of the Plan is intended to effect "good faith" compliance with the requirements of EGTRRA, and to be construed in accordance with EGTRRA and all guidance issued thereunder. This Second Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Second Amendment;

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 12.1 of the Plan, the Plan is hereby amended effective for Plan Years beginning on and after January 1, 2002, unless otherwise provided, as follows:

1. Effective as of July 1, 2002, the following definition is hereby added to Article I of the Plan immediately after the definition **Break In Service**:

   "**Catch-Up Contribution** means 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)."

2. The final paragraph of the definition of **Compensation** in Article I of the Plan is hereby deleted and replaced with the following:

   "For Plan Years beginning on and after January 1, 2002, 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."

3. The definition of **Eligible Retirement Plan** in Article I of the Plan is hereby deleted and replaced with the following:

"**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), or a plan described in Code Section 401(a) that accepts the Distributee's Eligible Rollover Distribution; and, effective for Plan Years beginning on and after January 1, 2002, 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. Effective for Plan Years beginning on and after January 1, 2002, 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)."

4. The definition of **Eligible Rollover Distribution** in Article I of the Plan is hereby deleted and replaced with the following:

"**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, effective for distributions occurring on and after January 1, 2002, 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)."

5. The definition of **Rollover Contribution** in Article I of the Plan is hereby deleted and replaced with the following:

"**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). Effective on and after January 1, 2002, 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."

6. Effective as of July 1, 2002, Article III of the Plan is hereby amended by the addition of a new Section 3.1.1 to the end of Section 3.1 to read as follows:

"3.1.1 Effective as of July 1, 2002, 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."

7. Section 3.7 of the Plan is hereby deleted and replaced with the following:

"3.7 **Limitation on Annual Additions to Accounts**

(a) For purposes of this Section 3.7, '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). For periods prior to January 1, 2002, notwithstanding anything herein to the contrary, the total annual additions allocated for any Plan Year to the Account of Participant and to his or her accounts under any other defined contribution plan maintained by the Company or an Affiliate must not exceed $30,000, as adjusted in accordance with Code Section 415(d), or 25% of the Participant's Compensation."

8. Section 3.14 of the Plan is hereby deleted in its entirety, effective for Plan Years beginning on and after January 1, 2002.

9. Section 5.2.4 of the Plan is hereby deleted and replaced with the following:

"5.2.4. Notwithstanding any other provision of this Plan, effective January 1, 2002, 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, 2002, 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."

10. Section 13.11 of the Plan is hereby deleted in its entirety and replaced with the following:

"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 applicant'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, 200 East Randolph Drive, Chicago, Illinois 60601." The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters 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 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 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, 200 East Randolph Drive, Chicago, Illinois 60601." 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 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). An 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."

11. Section 14.1.4 of the Plan setting forth the definition of "Key Employee" is hereby deleted and replaced with the following:

"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."

12. Section 14.1.8 **Present Value of Accrued Benefits** of the Plan is hereby amended by the deletion and replacement of Subsection (c) therein, and the addition of a new Subsection (d), to read as follows:

"(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."

13. Section 14.3 **Minimum Allocation for Top Heavy Plan** of the Plan is hereby amended by the addition of a new Section 14.3.5 to read as follows:

"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)."

14. Except as set forth in this Second Amendment, all other terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer has executed the foregoing amendment on behalf of the Company, this 30th day of December, 2002.

FMC TECHNOLOGIES, INC.

By: /s/ William H. Schumann
Senior Vice President and
Chief Financial Officer

Exhibit 10.8c

Third 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"); and

WHEREAS, the Company now deems it necessary and desirable to amend the Plan to clarify the nondiscrimination testing language as a part of the process of seeking a favorable determination letter from the Internal Revenue Service on the qualified status of the Plan, to modify the Company match and to comply with final and temporary regulations regarding minimum distribution requirements; and

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

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 12.1 of the Plan, the Plan is hereby amended effective as of September 28, 2001 except as otherwise specified, in the following manner:

1. Effective as of January 1, 2004, Section 3.4 **Company Contributions** is deleted and the following is inserted in lieu thereof:

"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 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 Contribution 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 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 each Matched Participant who made Basic Contributions during that 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. In is currently anticipated 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. 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."

2. Section 3.9.7 is deleted and the following is inserted in lieu thereof:

"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 Employee 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. Section 3.9.8 is deleted and the following is inserted in lieu thereof:

“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 mount of Pre-Tax Contributions; and (b) the amount necessary for the Plan to satisfy the Actual Deferral Percentage Test.”

4. Effective as of January 1, 2003, Section 5.2.4, 5.2.5 and 5.2.6 are deleted and the following is inserted in lieu thereof as Article 5-A of the Plan:

“ARTICLE 5-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 and 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 Distributions 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 and 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 1.401(a)(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, reduced 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 year 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 distribution 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.

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)-l, 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."

5. Effective October 10, 2003, Section 10.3.3 is hereby deleted in its entirety.

6. Except as set forth in this Third Amendment, all other terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer has executed the foregoing amendment on behalf of the Company, this 5th day of November, 2003.

FMC TECHNOLOGIES, INC.

By: /s/ Michael Murray
Its: Vice President, Human Resources

Exhibit 10.8d

FOURTH 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"); and

WHEREAS, the Plan provision relating to Cashout of Small amounts states that 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.;

WHEREAS, the Company now deems necessary and desirable to amend the Plan to eliminate Cashout of Small Amounts to be consistent with new IRS regulations related to the administrative handling of Cashout of Small Lump Sums if offered or required under the Plan; and

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 10.1 of the Plan, the Plan is hereby amended effective as of January 1, 2005 to eliminate Article VI, Section 6.1 that reads as follows:

Section 6.1. Cashout of Small Accounts is here by amended by deleting the following to the end thereof:

"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."

IN WITNESS WHEREOF, the undersigned officer has executed the foregoing amendment on behalf of the Company, this 20th day of July 2005.

FMC TECHNOLOGIES, INC.

By: /s/ Michael W. Murray
Vice President
Human Resources

Exhibit 10.8e

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

WHEREAS, FMC Technologies, Inc. (the “Company”) maintains the FMC Technologies, Inc. Savings and Investment Plan (the “Plan”);

WHEREAS, the Company now deems it necessary and desirable to amend the Plan to provide that Company Contributions made on behalf of a Matched Participant as a result of the Matched Participant’s Basic Contributions shall be invested in the same manner that the Matched Participant has elected to invest such Basic Contributions; and

WHEREAS, this Fifth 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 in the following respects:

1. Effective October 1, 2006, Section 3.3.5 is hereby added to Article III of the Plan to read as follows:

3.3.5 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.

2. Effective October 1, 2006, Section 3.4 contained in Article III of the Plan is hereby amended and restated in its entirety to read as follows:

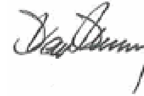
“3.4.1 For each contribution period, as defined in Section 3.4.2, the Company will make a Company Contribution to the Company Contribution Account of each Matched Participant equal to 100% of all Basic Contributions made by the Matched Participant for that contribution period, less any Forfeitures credited 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 ongoing, the Company reserves the right to reduce or eliminate the Company Contribution for prospective contribution periods.

3.4.2 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 through 3.15, 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 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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 24TH day of OCTOBER, 2006.

FMC Technologies, Inc.



By: ______________________

Vice President
Human Resources

Exhibit 10.8f

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

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Savings and Investment Plan (the "Plan");

WHEREAS, the Company now deems it necessary and desirable to amend the Plan to conform with the provisions of the final regulations under Sections 401(k) and 401(m) of the Internal Revenue Code of 1986, as amended, issued by the Internal Revenue Service on December 29, 2004; and

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 of the authority reserved to the Company by Section 12.1 of the Plan, the Plan is hereby amended in the following respects:

1. Effective January 1, 2006, the first sentence of Section 3.11.2 contained in Article III of the Plan is hereby amended and restated in its entirety to read as follows:

> 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.

2. Effective January 1, 2006, the sixth sentence of Section 3.12.7 contained in Article III of the Plan is hereby amended and restated in its entirety to read as follows:

> 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 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.

3. Effective January 1, 2006, Section 3.12.8 is hereby added to Article III of the Plan to read as follows:

3.12.8 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.

4. Effective January 1, 2006, the fourth sentence of Section 3.13.7 contained in Article III of the Plan is hereby amended and restated in its entirety to read as follows:

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 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.

5. Effective January 1, 2006, Section 3.13.8 is hereby added to Article III of the Plan to read as follows:

3.13.8 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.

6. Effective January 1, 2006, Section 5.3 is hereby added to Article V of the Plan to read as follows:

5.3 **Distribution of Amounts held in a Participant's Pre-Tax Contribution Account**. 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).

7. Effective January 1, 2006, Section 6.6.3 contained in Article VI of the Plan is hereby amended and restated in its entirety to read as follows:

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 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 burial or funeral 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) 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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January, 2008.

FMC Technologies, Inc.

By: /s/ Maryann Seaman

Vice President
Administration

Exhibit 10.8g

SEVENTH 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 to provide that the direct transfer of a non-spouse beneficiary's benefit to an individual retirement plan will be treated as an eligible rollover distribution; and

WHEREAS, this Seventh 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, Article VI of the Plan is hereby amended by adding a new Section 6.5.3 to the end of Section 6.5 to read as follows:

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.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January, 2008.

FMC Technologies, Inc.

By: /s/ Maryann Seaman
Vice President
Administration

Exhibit 10.8h

EIGHTH 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 to comply with the Pension Protection Act of 2006 ("PPA") and make certain other Plan design changes;

WHEREAS, this Eighth 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, 2007, subparagraph (a) of the definition of Compensation set forth in Article I of the Plan is hereby amended and restated in its entirety to read as follows:

    (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 (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 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);

2. Effective April 19, 2007, the first two sentences of Section 3.3.1 of the Plan are hereby amended and restated in their entireties to read as follows:

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 (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 (75% in the case of a Nonhighly Compensated Employee).

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 30th day of January, 2008.

FMC Technologies, Inc.

By: /s/ Maryann Seaman
Vice President, Administration

Exhibit 10.8i

EIGHTH 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 to comply with the final Treasury regulations under Code Section 415; and

WHEREAS, this Eighth 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:

- Effective for limitation years beginning on or after July 1, 2007, the definition of Compensation set forth in Article I is hereby amended to add the following paragraph to the end thereto to read as follows:

Notwithstanding the preceding to the contrary, for purposes of determining compensation for compliance with the Code Section 415 annual addition limitation, effective for limitation years beginning on or after July 1, 2007, the determination of “415 Compensation” shall include for a given limitation year payments made by the later of 2 and 1/2 months after severance from employment or the end of the limitation year that includes the date of severance from employment if, absent a severance from employment, such payments would have been paid to the Participant while the Participant continued in employment with the Company or a Participating Employer and are regular compensation for services during the Participant’s regular working hours, compensation for services outside the Participant’s regular working hours (such as overtime or shift differential) commissions, bonuses, or other similar compensation.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 10TH day of March, 2009.

FMC Technologies, Inc.

By: ______________________

Its: Vice President - Administration

Exhibit 10.8j

TENTH 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 Tenth 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 Company hereby (a) clarifies that the Eighth Amendment to the Plan, which amendment was executed on March 10, 2009, is actually the Ninth Amendment to the Plan and designates such amendment as the Ninth Amendment to the Plan and (b) amends the Plan as follows, effective January 1, 2010:

1. The definition of **"Account"** set forth in Article I of the Plan is hereby amended in its entirety to read as follows:

"Account" means any Pre-Tax Contribution Account, After-Tax Contribution Account, Company Contribution Account, Company Nonelective Contribution Account, Company Safe Harbor Matching Contribution Account, Contingent Account and Rollover Contribution Account established on behalf of a Participant.

2. The defined term **"Company Nonelective Contributions"** is hereby added to Article I of the Plan and shall read as follows:

Company Nonelective Contributions means the contributions made by the Participating Employer to eligible Participants under Section 3.4C of the Plan.

3. The defined term **"Company Nonelective Contribution Account"** is hereby added to Article I of the Plan and shall read as follows:

Company Nonelective Contribution Account means the account maintained as to each eligible Participant, to which Company Nonelective Contributions are made for each eligible Participant, and to which all earnings and losses attributable thereto it, are allocated.

4. The defined term **"Company Safe Harbor Matching Contributions"** is hereby added to Article I of the Plan and shall read as follows:

Company Safe Harbor Matching Contributions means the contributions made by the Participating Employer to Matched Participants under Section 3.4A of the Plan.

5. The defined term **"Company Safe Harbor Matching Contribution Account"** is hereby added to Article I of the Plan and shall read as follows:

Company Safe Harbor Matching Contribution Account means the account maintained as to each Matched Participant, to which Company Safe Harbor Matching Contributions are made for each eligible Participant, and to which all earnings and losses attributable thereto it, are allocated.

6. The definition of "**Eligible Employee**" set forth in Article I of the Plan is hereby amended to revise subsections (c) and (d) thereto and to add a new subsection (e) to read as follows:

(c) an Employee who is a non-resident alien of the United States;

(d) an individual working for a Participating Employer under a contract that designates him or her as an independent contractor; or

(e) an Employee included in a group of employees designated as excluded employees in Appendix D.

7. The definition of **"Forfeiture"** set forth in Article I of the Plan is hereby amended in its entirety to read as follows:

Forfeiture means any portion of a Matched Participant's Company Contribution Account or any portion of a Participant's Company Nonelective Contribution Account that is forfeited under Section 4.3.

8. The definition of **"Matched Participant"** set forth in Article I of the Plan is hereby amended in its entirety to read as follows:

Matched Participant means a Participant who is eligible to receive Company Contributions under Section 3.4 or Company Safe Harbor Matching Contributions under Section 3.4A, 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 or a Company Safe Harbor Matching 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 or Company Safe Harbor Matching Contributions under Section 3.4A, and the effective dates of eligibility for such contribution, are listed on Appendix B.

9. The defined term “**Safe Harbor 401(k) Plan”** is hereby added to Article I of the Plan and shall read as follows:

Safe Harbor 401(k) Plan means the period during which the Plan satisfies the safe harbor provisions of Section 401(k) and 401(m) and related Treasury regulations and other guidance promulgated by the Internal Revenue Service for purposes of meeting the actual deferral percentage and actual contribution percentage tests.

10. The defined term “**Safe Harbor Notice”** is hereby added to Article I of the Plan and shall read as follows:

Safe Harbor Notice means a notice of eligible Participants’ rights and obligations under the Plan, with respect to the Plan’s Safe Harbor 401(k) Plan status, which notice is written in a manner calculated to be understood by the average eligible Participant and which satisfies the requirements Treasury regulations 1.401(k)-3(d).

11. Section 3.3.6 is hereby added to the Plan and shall read as follows:

Notwithstanding anything in this Section 3.3 to the contrary, effective for Plan Years beginning on or after January 1, 2010, a Matched Participant shall have at least 30 days after receipt of the Safe Harbor Notice in which to make or change a salary deferral election.

12. Section 3.4.4 is hereby added to the Plan and shall read as follows:

3.4.4 **Special Restrictions where Plan is a Safe Harbor 401(k) Plan using Matching Alternative:** With respect to any Plan Year for which the Company has elected that the Plan be designated as a Safe Harbor 401(k) Plan and for which Company Safe Harbor Matching Contributions are made pursuant to Section 3.4A, then, if a Company Contribution is made by a Participating Employer for such Plan Year in addition to the Company Safe Harbor Matching Contribution as described in Section 3.4A, then, no additional Company Contribution, including one made pursuant to this Section 3.4, shall be made with respect to any Participant’s Pre-Tax Contributions which exceed six percent (6%). Moreover, with respect to any such additional Company Contributions, the rate of the Company’s Contribution may not increase as the rate of any Participant’s Pre-Tax Contributions increase. Further, any Company Contribution made with respect to any Highly Compensated Employee, at any rate of such a Participant’s Pre-Tax Contributions, may not exceed that with respect to any Nonhighly Compensated Employee.

13. Sections 3.4A, 3.4B and 3.4C are hereby added to the Plan and shall read as follows:

3.4A Company Safe Harbor Matching Contributions

(a) **General Requirements for Receiving Company Safe Harbor Matching Contributions**: Effective January 1, 2010, the Plan shall be maintained as a Safe Harbor 401(k) Plan. For each Plan Year for which the Company has elected to maintain that status by making Company Safe Harbor Matching Contributions, then, for each such Plan Year, Company Safe Harbor Matching Contributions shall be allocated to the Company Safe Harbor Matching Contribution Account for each Matched Participant.

(b) **Allocation Formula**: Where the provisions of subsection (a) above apply for a Plan Year, the Company Safe Harbor Matching Contributions for all Matched Participants shall be equal to one hundred percent (100%) of the amount of the Participant's Pre-Tax Contributions for the Plan Year that do not exceed five percent (5%) of the Participant's Compensation for the Plan Year. All Company Safe Harbor Matching Contributions for a Plan Year will be allocated to a Matched Participant's Company Safe Harbor Matching Contribution Account 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.

(c) **Ceasing 401(k) Safe Harbor Matching Contribution Status:** The fact that the Company has elected that the Plan be treated as a Safe Harbor 401(k) Plan for a Plan Year shall in no way bind the Plan to continue to maintain such status for future Plan Years. In the event that the Plan shall not be treated as a Safe Harbor 401(k) Plan for future Plan Years, the Plan must instead satisfy the ADP and, if applicable, the ACP tests of Code Section 401(k) and Code Section 401(m). If the Plan shall, in future Plan Years, cease to constitute a Safe Harbor 401(k) Plan, the Plan must be amended to so provide and to specify compliance with the ADP and ACP tests, as applicable. Moreover, the fact that the Plan has established Safe Harbor 401(k) Plan status by virtue of the use of the Company Safe Harbor Matching Contributions shall not prevent the Plan from ceasing to maintain such status during a Plan Year. Provided the following requirements are satisfied, as amended from time to time by published guidance from the Internal Revenue Service, the Plan may cease to maintain its status as a Safe Harbor 401(k) Plan during a Plan Year by virtue of Company Safe Harbor Matching Contributions:

1. a supplemental notice is provided to all Matched Participants explaining the consequences of the change and informing them of the effective date of the reduction or elimination of the Company Safe Harbor Matching Contributions and that they have a reasonable opportunity (including a reasonable period) to change their salary deferral elections;

2. the reduction or elimination of Company Safe Harbor Matching Contributions is effective no earlier than the later of (i) 30 days after Matched Participants are given the supplemental notice and (ii) the date the amendment is adopted;

3. Matched Participants are given a reasonable opportunity (including a reasonable period) prior to the reduction or elimination of Company Safe Harbor Matching Contributions to change their salary deferral elections;

4. the Plan is amended to cease to constitute a Safe Harbor 401(k) Plan;

5. the Plan must satisfy the special nondiscrimination rules applicable to elective deferrals and to employees and matching contributions, i.e., the ADP and ACP tests, using the current testing method, and such tests must be satisfied for the entire Plan Year and the Plan must be amended to so specify; and

6. all other safe harbor requirements, as set forth in the Code, regulations and other published guidance of general applicability by the Internal Revenue Service, are satisfied through the effective date of the change in the Company Safe Harbor Matching Contributions.

3.4B Safe Harbor 401(k) Plan Status

In order to constitute a Safe Harbor 401(k) Plan for a Plan Year, the Company must contribute the Company Safe Harbor Matching Contributions on behalf of all Participants eligible for such contributions under Section 3.4A and, within a reasonable period of time (meaning generally at least 30 days, but no more than 90 days, before the beginning of the Plan Year), the Company must cause to be provided to each eligible Participant, a Safe Harbor Notice. Provided however, in the event an Employee becomes eligible to participate in Section 3.4A of the Plan after the 90th day before the beginning of the Plan Year and does not receive the Safe Harbor Notice for that reason, the notice must be provided no later than 90 days before the Employee becomes eligible to participate and not later than the date the Employee becomes eligible.

3.4C Company Nonelective Contributions

(a) **General Requirements for Allocation:** Effective January 1, 2010, for each Plan Year, a Participating Employer shall contribute to the Plan a discretionary amount which shall be allocated in accordance with the provisions of Section 3.4C(b) for (i) each non-union Participant and (ii) each union Participant who is eligible to share in the Company Nonelective Contributions pursuant to Appendix B for the Plan Year, who either (1) has less than five (5) “Years of Vesting Service” as of December 31, 2009, where the term “Years of Vesting Service” has such meaning as is given to it under Appendix E, or (2) incurs a “Severance From Service Date” and is subsequently re-employed on or after January 1, 2010, following such Severance From Service Date where the term “Severance From Service Date” has such meaning as is given to it under Appendix E. Such Participant’s allocable amount shall be determined in accordance with Section 3.4C(b) and credited to the Participant’s Company Nonelective Contribution Account.

(b) **Allocation Formula:** The Company Nonelective Contributions for all Participants who have satisfied the eligibility requirements under 3.4(C)(a) for the applicable Plan Year shall be allocated to all such eligible Participants in the same ratio that such eligible Participant's Compensation for the Plan Year bears to the total Compensation of all such eligible Participants for the Plan Year. All Company Nonelective Contributions for a Plan Year will be allocated to an eligible Participant's Company Nonelective Contribution Account 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.

14. Sections 3.6.5 and 3.6.6 are hereby added to the Plan and shall read as follows:

3.6.5 The Company Safe Harbor Matching Contribution Account will be credited with any Company Safe Harbor Matching Contributions made on behalf of a Participant under Section 3.4A, and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

3.6.6 The Company Nonelective Contribution Account will be credited with any Company Nonelective Contributions made on behalf of a Participant under Section 3.4C, and the income on those contributions, and will be debited with expenses, losses, withdrawals and distributions chargeable to those contributions.

15. The first paragraph of Section 3.7(a) of the Plan is hereby amended in its entirety to read as follows:

(a) For purposes of this Section 3.7, the term 'annual additions' includes all Pre-Tax Contributions, After-Tax Contributions, Company Contributions, Company Safe Harbor Matching Contributions, Company Nonelective 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.

16. Section 3.8 of the Plan is hereby amended in its entirety to read as follows:

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.

In addition, if the annual additions allocated to the Participant's Account for the Plan Year still exceed the limitation described in Section 3.7 after all of the reductions set forth above herein are made, the excess amounts attributable to Company Nonelective Contributions will be held in a suspense account containing the excess amounts attributable to Company Nonelective Contributions, and will be used to reduce the Company Nonelective Contributions for the following Plan Year (and later Plan Years, if necessary), before any Company Nonelective Contributions that would be annual additions for the next Plan Year (or later Plan Years, if necessary) are made to the Plan.

17. Sections 3.12.9 and 3.12.10 are hereby added to the Plan and shall read as follows:

3.12.9. Notwithstanding the foregoing paragraphs of Section 3.12, effective for Plan Years beginning on or after January 1, 2010, the test provided in Code Section 401(k)(3) shall be met if the Plan meets the Safe Harbor Notice requirement set forth in Section 3.4B and the following Contribution Requirement.

The Contribution Requirement is met if the Company is required to make the Company Safe Harbor Nonelective Contributions set forth in Section 3.4A on behalf of each Matched Participant and the restrictions set forth in Section 3.4.4 are satisfied.

3.12.10. Notwithstanding any Plan provisions to the contrary, with respect to any Plan Year for which the Plan is a Safe Harbor 401(k) Plan, when performing the Actual Deferral Percentage Test, the current year testing method shall be used and any changes from current year to prior year testing shall be made pursuant to Internal Revenue Service Notice 98-1, the provisions of which are incorporated herein by reference.

18. Sections 3.13.9 and 3.13.10 are hereby added to the Plan and shall read as follows:

3.13.9. Notwithstanding the foregoing paragraphs of Section 3.13, effective for Plan Years beginning on or after January 1, 2010, the test provided in Code Section 401(m)(2) shall be met if the Plan meets the Safe Harbor Notice requirement set forth in Section 3.4B, the Contribution Requirements described in Section 3.12.9, above, and the following Special Limitation on Matching Contributions. The Special Limitation on Matching Contributions is met if (i) Company Contributions described in Section 3.4 on behalf of any Employee may not be made with respect to an Employee's Pre-Tax and After-Tax Contributions (described in Sections 3.1 and 3.2, respectively) in excess of six percent (6%) of the Employee's Compensation, (ii) the rate of Company Contributions does not increase as the rate of an Employee's Pre-Tax and After-Tax Contributions increases, and (iii) the Company Contributions with respect to any Highly Compensated Employee at any rate of Employee Pre-Tax and After-Tax Contributions is not greater than that with respect to a Nonhighly Compensated Employee.

3.13.10. Notwithstanding any Plan provisions to the contrary, with respect to any Plan Year for which the Plan is a Safe Harbor 401(k) Plan, when performing the Actual Contribution Percentage Test, the current year testing method shall be used and any changes from current year to prior year testing shall be made pursuant to Internal Revenue Service Notice 98-1, the provisions of which are incorporated herein by reference.

19. Section 4.1 of the Plan is hereby amended in its entirety to read as follows:

4.1 Vesting in After-Tax, Company Safe Harbor Matching, Pre-Tax and Rollover Contributions Accounts

A participant is always 100% vested in the balance of his or her After-Tax Contribution Account, Company Safe Harbor Matching Contribution Account, Pre-Tax Contribution Account and Rollover Contribution Account.

20. Section 4.2 of the Plan is hereby amended in its entirety to read as follows:

4.2 Vesting in Company Contribution, Company Nonelective 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%

Notwithstanding the preceding to the contrary, an individual who is both a Participant and an Employee on December 31, 2009, shall be 100% vested in the balance of his or her Company Contribution Account.

A Participant becomes vested in any balance of his or her Company Nonelective Contribution Account according to the following schedule:

Years of Service	Percent
Fewer than 3	0%
3 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, Company Nonelective Contribution Account and Contingent Account if:

(a) Solely with respect to the Participant's Company Contribution Account and Contingent Account, 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.

21. Section 4.3 of the Plan is hereby amended in its entirety to read as follows:

4.3 Forfeitures

4.3.1 A Participant forfeits the non-vested portion of his or her Company Contribution, Company Nonelective 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, Company Nonelective 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 or Company Nonelective 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.

22. Section 5.3 of the Plan is hereby amended in its entirety to read as follows:

5.3 Distribution of Amounts held in a Participant's Company Safe Harbor Matching Contribution Account and Pre-Tax Contribution Account.

Notwithstanding any Plan provisions to the contrary, amounts held in a Participant's Company Safe Harbor Matching Contribution Account and 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) with respect to a Participant's Pre-Tax Contribution Account only, 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).

23. Section 6.6.2(h) of the Plan is hereby amended in its entirety to read as follows:

(h) all of the current value of vested Company Contributions, Company Nonelective Contributions and FMC contributions made as to After-Tax Contributions he or she made to the Plan or FMC Plans after December 31, 1986.

24. Section 14.1.1 of the Plan is hereby amended in its entirety to read as follows:

14.1.1 **Aggregate Employer Contributions** means the sum of all Company Contributions, Company Nonelective Contributions, Company Safe Harbor Matching Contributions, and Forfeitures allocated under this Plan for a Matched Participant (or a Participant receiving Company Nonelective Contributions), as applicable, and all employer contributions and forfeitures allocated for the Matched Participant to all Related Defined Contributions in the Aggregation group.

25. Section 14.3.1 of the Plan is hereby amended in its entirety to read as follows:

14.3.1 For any Plan Year that the Plan is a Top Heavy Plan, the sum of the Company Contributions, Company Nonelective Contributions, Company Safe Harbor Matching Contributions, and Forfeitures allocated to the Accounts of each Matched Participant (or a Participant receiving Company Nonelective Contributions) who is a Non-key Employee will be at least three percent of such Participant's Compensation. However, if the sum of the Company Contributions, Company Nonelective Contributions, Company Safe Harbor Matching Contributions, and Forfeitures allocated to the Accounts of each such 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, Company Nonelective Contributions, Company Safe Harbor Matching Contributions, and Forfeitures allocated to the Accounts of each such 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 such 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.

26. Section 14.3.3 of the Plan is hereby amended in its entirety to read as follows:

14.3.3 For any Plan Year that the Plan is a Top Heavy 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 (or Participants receiving Company Nonelective Contributions) 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.

27. Section 14.3.5 of the Plan is hereby amended in its entirety to read as follows:

14.3.5 Company Contributions, Company Safe Harbor Matching Contributions or Company Nonelective Contributions made on behalf of a Matched Participant (or a Participant receiving Company Nonelective Contributions, as applicable) 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 or Company Safe Harbor Matching Contributions made that are used to satisfy the minimum contribution requirements shall be treated as Company Contributions or Company Safe Harbor Matching Contributions, as applicable, for purposes of the Actual Contribution Percentage Test and other requirements of Code Section 401(m).

28. Appendix B of the Plan is hereby amended in its entirety to read as follows:

APPENDIX B

Bargaining Units Eligible for Company Contributions, Company Safe Harbor Matching Contributions, or Company Nonelective Contributions Under the Plan

Until otherwise negotiated, the bargaining units whose members are entitled to a Company Contribution under Section 3.4 of the Plan, a Company Safe Harbor Matching Contribution under Section 3.4A of the Plan, or a Company Nonelective Contribution under Section 3.4C 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 Company Safe Harbor Matching Contributions	Effective Date of Eligibility for Company Nonelective Contributions	Effective Date of Eligibility for FMC Contributions in FMC Matched Plan

29. Appendix D is hereby added to the Plan and shall read as follows:

APPENDIX D

EXCLUDED EMPLOYEES

The group of Employees set forth below shall be excluded from participation in the Plan until such date as is set forth below:

Name of Employee Group	Effective Date of Eligibility to Participate in Plan
Direct Drive Systems, Inc.	January 1, 2010

30. Appendix E is hereby added to the Plan and shall read as follows:

APPENDIX E

**PROVISIONS APPLICABLE ONLY
TO SECTION 3.4C(a) OF THE PLAN**

DEFINITIONS

THE FMC TECHNOLOGIES, INC. EMPLOYEES' RETIREMENT PROGRAM PART I SALARIED AND NONUNION HOURLY EMPLOYEES' RETIREMENT PLAN, AS AMENDED THROUGH THE EIGHTH AMENDMENT TO SUCH PLAN AND ATTACHED HERETO, HEREBY CONSTITUTES APPENDIX E TO THE PLAN AND SHALL BE USED SOLELY FOR PURPOSES OF SECTION 3.4C(a) OF THE PLAN.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 29th day of October, 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann Seaman
Its: Vice President, Administration

Exhibit 10.9

FIRST AMENDMENT OF
FMC TECHNOLOGIES, INC.
NON-QUALIFIED SAVINGS AND INVESTMENT PLAN

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Non-Qualified 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 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 9.1 Amendment and Termination of the Plan, the Plan is hereby amended in the following respects, effective January 1, 2010:

1. Sections 2.1 and 2.2 of the Plan are hereby amended in their entireties to read as follows:

   2.1 Account. Account means a bookkeeping Account maintained by the Company for a Participant, including his or her Deferral Contributions Account, Employer Contributions Account and Nonelective Contributions Account.

   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, Employer Contributions Account or Nonelective Contributions Account.

2. Sections 2.19A and 2.19B are hereby added to the Plan and shall read as follows:

   2.19A Nonelective Contributions. Nonelective Contributions means the contributions credited to a Participant's Nonelective Contributions Account maintained by the Company on behalf of the Participant pursuant to Section 5.3.

   2.19B Nonelective Contributions Account. Nonelective Contributions Account means the Account maintained on behalf of a Participant by the Company to represent the amount of Nonelective Contributions credited in his or her behalf, as adjusted to account for deemed gains and losses, withdrawals and distributions.

3. Section 3.2 of the Plan is hereby amended in its entirety to read as follows:

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; provided, however, in order to make Deferral Contributions under Article IV of the Plan and be eligible to receive Employer Contributions under Section 5.1 of the Plan for a given Plan Year, an eligible employee must be selected by the Committee to participate in such portion of the Plan for the Plan Year and must execute and file with the Company a deferral election for such Plan Year, 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 by satisfying the conditions of Article III.

4. Section 4.1 of the Plan is hereby amended in its entirety to read as follows:

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 90% 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.

5. Article V of the Plan is hereby amended in its entirety to read as follows:

Article V
Employer Contributions and Nonelective Contributions

5.1 Employer Contributions. With respect to each Plan Year for which an employee remains an eligible employee and satisfies the conditions of Article III for such Plan Year, the 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.

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.

5.3 Nonelective Contributions. With respect to each Plan Year for which an employee remains an eligible employee and satisfies the conditions of Article III for such Plan Year, a Participant who either (1) has less than five (5) "Years of Vesting Service" as of December 31, 2009, where the term "Years of Vesting Service" has such meaning as is given to it under Appendix E of the Savings Plan, or (2) incurs a "Severance From Service Date" and is subsequently re-employed on or after January 1, 2010, following such "Severance From Service Date" where the term "Severance From Service Date" has such meaning as is given to it under Appendix E of the Savings Plan, will be credited with a Nonelective Contribution in an amount as shall be determined by the Company, in its discretion.

5.4 Nonelective Contributions Account. The Committee will establish and maintain a Nonelective Contributions Account on behalf of each Participant who is credited with Nonelective Contributions. The Nonelective Contributions Account will be a bookkeeping account maintained by the Company, and will reflect the Nonelective Contributions that have been credited to the Participant, as adjusted pursuant to Article VI to reflect deemed gains and losses, withdrawals and distributions.

6. Section 6.1(a) of the Plan is hereby amended in its entirety to read as follows:

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, Employer Contributions Account and Nonelective 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, Employer Contributions Account and Nonelective 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.

7. Section 6.2 of the Plan is hereby amended to add the following sentence to the end thereto and shall read as follows:

The Company will credit all deemed Nonelective Contributions made on a Participant's behalf to the Participant's Nonelective Contributions Account within a reasonable period after the end of the Plan Year.

8. Section 8.1 of the Plan is hereby amended to add the following two paragraphs to the end thereto and shall read as follows:

Notwithstanding the preceding to the contrary, an individual who is both a Participant and an Employee of the Company or an Adopting Affiliate on December 1, 2009, shall be 100% vested in his or her deemed Employer Contributions Account.

A Participant's vested interest in his or her deemed Nonelective Contributions Account is determined according to the following schedule:

Years of Service	Percent Vested
Fewer than 3	0%
3 or more	100%

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 29th day of October 2009.

FMC TECHNOLOGIES, INC.

By: /s/ Maryann Seaman
Its: Vice President, Administration

Exhibit 10.10

PURCHASE AGREEMENT

by and between

FMC TECHNOLOGIES, INC.

DIRECT DRIVE SYSTEMS, INC.,

THE SELLERS

and

THE SELLERS' REPRESENTATIVE

Dated September 9, 2009

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "***Agreement***") is made and entered into this 9th day of September, 2009, by and between FMC TECHNOLOGIES, INC, a corporation organized under the laws of Delaware ("***Buyer***"), DIRECT DRIVE SYSTEMS, INC., a corporation organized under the laws of Delaware (the "***Company***"), each stakeholder in the Company signatory to this Agreement or otherwise added to this Agreement by execution and delivery of the Joinder Agreement pursuant to Section 5.11 (individually a "***Seller***" and collectively, the "***Sellers***") and Vatche Artinian as the Sellers' Representative (as defined herein).

WITNESSETH

WHEREAS, the Sellers desire to sell and assign to Buyer, and Buyer desires to purchase and accept from the Sellers, all of the Sellers' right, title and interest in and to all of the issued and outstanding capital stock of the Company, and all options, warrants or other securities exercisable or convertible into capital stock of the Company, on the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1. Defined Terms.

The location of terms defined in the body of this Agreement is set forth in Exhibit A. Capitalized terms used and not defined in the body of this Agreement are defined in Exhibit A.

ARTICLE II

PURCHASE AND SALE OF SHARES

Section 2.1. Sale of Shares.

Subject to the terms and conditions of this Agreement:

(a) the Sellers shall sell and deliver to Buyer, and Buyer shall purchase and receive from the Sellers, all of the Sellers' right, title and interest in and to the Shares, Options and Warrants; and

(b) the Company shall discharge the indebtedness and certain other liabilities of the Company as set forth herein, for an aggregate purchase price of One Hundred Twenty Million Dollars ($120,000,000) (the "***Base Purchase Price***"), subject to adjustment pursuant to Section 2.3 (as adjusted, the "***Purchase Price***") and payable in accordance with Section 2.4(b)(i). The Company shall distribute the cash and cash equivalents (in each case as classified in accordance with GAAP) of the Company (but not the Restricted Cash, which will be retained by the Company at the Closing and become a part of the Holdback Amount) to the Sellers immediately prior to the Closing.

Section 2.2. Closing.

The closing of the transactions provided for in this Agreement will take place at the offices of Vinson & Elkins L.L.P. at 1001 Fannin Street, Suite 2500, Houston, Texas 77002, (the "***Closing***") at 10:00 a.m. (local time) as soon as reasonably practicable but in no event later than five business days following the date on which the conditions specified in Article VI (other than the conditions by which their terms are only capable of being satisfied on the Closing Date) have been satisfied or waived, or at such other time and place as the parties may agree (the "***Closing Date***"). Notwithstanding the foregoing, in no event shall the Closing occur prior to October 30, 2009 unless otherwise agreed in writing by Buyer.

Section 2.3. Purchase Price Adjustment.

(a) The parties hereto acknowledge that the Base Purchase Price has been based in part on the Company having a minimum Net Working Capital as of the Closing Date equal to Negative One Million One Hundred Thousand Dollars ($-1,100,000) (the "***Net Working Capital Threshold***"). For purposes of this Agreement, "***Net Working Capital***" means the consolidated amount of Current Assets less Current Liabilities of the Company, as of the Closing Date.

(b) Within 30 days after the Closing Date, Buyer shall prepare in accordance with GAAP and deliver to the Sellers' Representative a balance sheet of the Company as of the Closing Date, which shall set forth the Company's Net Working Capital as of the Closing Date ("***Closing Date Net Working Capital***"). If within 15 days following such delivery, the Sellers' Representative has not delivered to Buyer written notice (the "***Dispute Notice***") of any disputes with the calculation of the Closing Date Net Working Capital (such Dispute Notice must contain a statement describing in reasonable detail the basis of such dispute), then the Closing Date Net Working Capital will be binding and conclusive on the parties hereto. If the Sellers' Representative delivers the Dispute Notice within such 15 day period, and the Sellers' Representative and Buyer are unable to reach a mutual determination of the Closing Date Net Working Capital within 30 days after receipt by Buyer of the Dispute Notice, then any such matters remaining in dispute with respect to the calculation of the Closing Date Net Working Capital shall be referred to KPMG LLP (or if KPMG LLP is unable to serve in such capacity, then another "big four" public accounting firm mutually acceptable to the Sellers' Representative and Buyer) (the "***Accountants***"), for determination. Each of the Sellers' Representative and Buyer will:

(i) furnish to the Accountants such work papers and other documents and information relating to the disputed determination as the Accountants may request and are available to the Sellers' Representative and Buyer; and

(ii) be afforded the opportunity to present to the Accountants any material relating to the determination and to discuss the determination with the Accountants. The determination by the Accountants, as set forth in a notice delivered to both parties by the Accountants, will be binding and conclusive on such parties, and Buyer and the Sellers

will each pay 50% of the Accountants' fees for such determination. Buyer shall have the right to cause the Sellers' portion of the payment for the Accountants to be paid from the Holdback Amount.

(c) If the Closing Date Net Working Capital is greater (less negative) than the Net Working Capital Threshold, Buyer will pay the difference and the Holdback Amount to the Sellers in accordance with their individual Escrow Percentage within five business days after the determination is made, at Buyer's option, by check or wire transfer of immediately available funds to the address or account designated in writing by the Sellers to Buyer at least three business days prior to the date of payment.

(d) If the Closing Date Net Working Capital is less (more negative) than the Net Working Capital Threshold, Buyer will offset the difference (the "***Net Working Capital Difference***") against the Holdback Amount and pay any remaining portion, if any, of the Holdback Amount to the Sellers in accordance with their individual Escrow Percentage within five business days after the determination is made, at Buyer's option, by check or wire transfer of immediately available funds to the address or bank account designated in writing by the Sellers to Buyer at least three business days prior to the date of payment; *provided* that if the Net Working Capital Difference is greater than the Holdback Amount, Buyer will be entitled to retain the Holdback Amount and each Seller will pay Buyer the amount of the difference between the Net Working Capital Difference and Holdback Amount in accordance with their individual Escrow Percentage within five business days after the determination is made, or at Buyer's option, Buyer may withdraw any or all of such difference from the Escrowed Amount.

Section 2.4. Closing Deliveries.

(a) At the Closing, the Company, the Sellers or the Sellers' Representative, as applicable, will deliver to Buyer:

(i) certificates representing all of the outstanding shares of Common Stock, including the certificates representing all of the outstanding shares of Class A Preferred Stock and Class B Preferred Stock that as of the Closing will have been converted into shares of Common Stock in accordance with Section 5.12(a), together with properly executed stock powers acceptable in form and substance to Buyer and sufficient to transfer all of each Seller's right, title and interest in the Shares to Buyer;

(ii) a certificate executed by a duly authorized officer of the Company certifying to the satisfaction of the conditions set forth in Section 6.2(b) and Section 6.2(c);

(iii) a certificate executed by a duly authorized officer of the Company, setting forth in reasonable detail:

(A) an itemized list of all Transaction Costs;

(B) that all of the outstanding Class A Preferred Stock and Class B Preferred Stock have been converted into Common Stock prior to the Closing; and

(C) all amounts necessary to repay in full all indebtedness of the Company (other than the indebtedness set forth on Schedule 2.4(a)(iii)(C)), including all interest-bearing obligations of the company, remaining principal amounts associated with any convertible loans and indebtedness set forth on Schedule 3.19, outstanding as of the Closing Date and the related payment instructions;

(iv) payoff letters acceptable in form and substance to Buyer evidencing the amount required to pay in full of all outstanding indebtedness of the Company that will be paid at Closing pursuant to Section 2.4(b)(i)(A), and the release of all liens thereunder; and

(v) the Escrow Agreement, executed by the Sellers' Representative, substantially in the form attached hereto as Exhibit B (as modified pursuant to the request of the Escrow Agent).

(b) At the Closing, Buyer will deliver:

(i) the Base Purchase Price, payable or withheld as follows:

(A) FIRST, Buyer shall pay all indebtedness of the Company and Transaction Costs set forth on the certificate delivered pursuant to Section 2.4(a)(iii), by wire transfer of immediately available funds in such amounts and to such accounts as are designated on such certificate;

(B) SECOND, Buyer shall pay Eight Million Dollars ($8,000,000) (the "***Escrowed Amount***") to an escrow account administered by J.P. Morgan Chase Bank N.A. (the "***Escrow Agent***") pursuant to an escrow agreement substantially in the form attached hereto as Exhibit B (as may be modified pursuant to the request of the Escrow Agent) (the "***Escrow Agreement***");

(C) THIRD, Buyer shall withhold cash in the aggregate amount of Eight Hundred Twenty One Thousand Six Hundred and Seventeen Dollars ($821,617) (such amount together with the Restricted Cash, the "***Holdback Amount***"), which will be disbursed or withheld by Buyer in accordance with the purchase price adjustment set forth in Section 2.3(d); and

(D) FOURTH, Buyer shall pay the remainder of the Base Purchase Price (after payment or withholding of all items described in subsections (A) through (C) (inclusive)) to the Sellers that hold shares of Common Stock, Options or Warrants as follows:

(i) An "***Effective Purchase Price Per Share***" will be established as follows: the sum of the remainder of the Base Purchase Price (after payment or withholding of all items described in subsections (A) through (C) (inclusive)) PLUS an amount equal to the aggregate exercise price of all Options and Warrants (without regard to any vesting requirements), DIVIDED by the total number outstanding shares of

Common Stock on a fully diluted basis, including the number of shares of Common Stock subject to all Options and Warrants (without regard to any vesting requirements) and the number of shares of Common Stock issuable upon full conversion of all outstanding shares of Class A Preferred Stock and Class B Preferred Stock;

(ii) Buyer shall pay each Seller that holds shares of Common Stock an amount equal to the number of shares of Common Stock held by each such Seller MULTIPLIED by the Effective Purchase Price Per Share; and

(iii) Buyer shall pay each Seller that holds a Warrant or Option an amount equal to:

(1) the number of shares of Common Stock subject to all Warrants and Options held by such Seller (without regard to any vesting requirements) MULTIPLIED by the Effective Purchase Price Per Share; and LESS

(2) the aggregate exercise price of all such Warrants and Options held by such Seller (assuming full vesting).

At least three days prior to the Closing, Sellers' Representative shall provide Buyer with Schedule 2.4(b)(i)(D), which shall identify all Sellers that will be paid at closing pursuant to this Section 2.4(b)(i)(D) along with a calculation of the payment to be made to each such Seller and designating a bank account for each such Seller.

Buyer shall deliver the amounts payable in accordance with subsections (D) to the applicable Seller, at Buyer's option, by check or wire transfer of immediately available funds to such addresses or bank accounts as are designated by such Seller to Buyer at least three business days before Closing;

(ii) to Sellers' Representative, the Escrow Agreement executed by Buyer, substantially in the form attached hereto as Exhibit B; and

(iii) to Sellers' Representative, a certificate executed by a duly authorized officer of Buyer certifying to the satisfaction of the conditions set forth in Section 6.1(b) and Section 6.1(c).

Section 2.5. Warrants.

Each Seller that holds a Warrant hereby agrees that, upon delivery by Buyer of the proceeds to which such Seller is entitled pursuant to Section 2.4(b)(i)(D), all Warrants held by it will automatically, and with no further action required of any Person, terminate and be cancelled, and cease to represent a right to acquire any Shares of the Company and be of no further force and effect.

Section 2.6. <u>Options</u>.

Each Seller that holds an Option hereby agrees that, upon delivery by Buyer of the proceeds to which such Seller is entitled pursuant to Section 2.4(b)(i)(D), all Options held by it will automatically, and with no further action required of any Person, terminate and be cancelled, and cease to represent a right to acquire any Shares of the Company and be of no further force and effect.

Section 2.7. <u>Withholding</u>.

Notwithstanding anything in this Agreement to the contrary, Buyer will be entitled to deduct and withhold from the consideration otherwise payable to the Sellers or any other Person pursuant to this Article II any amounts that Buyer (or, in the case of the Sellers who hold Options, the Company) is required to deduct and withhold with respect to payment under any provision of any tax law. Any Seller that is a foreign person and exempt from U.S. withholding taxes shall provide an affidavit to such effect to Buyer prior to Closing. If Buyer so withholds amounts, such amounts will be treated for all purposes of this Agreement as having been paid to the Sellers or such other Person in respect of which Buyer made such deduction or withholding.

ARTICLE III

REPRESENTATIONS AND WARRANTIES PERTAINING TO THE COMPANY AND THE SELLERS

Each Seller, jointly and severally (except that the representation set forth in Sections 3.1 through 3.5 (inclusive) solely with respect to each Seller shall be made by such Seller on a several, not joint, basis), represents and warrants as of the date hereof and as of the Closing Date to Buyer as follows:

Section 3.1. <u>Incorporation; Existence; Good Standing; Power and Authority; Qualification</u>.

Each of the Company and each Seller (if not a natural Person) is a corporation or other business entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and each of the Company and each Seller has the full power, authority and legal capacity to execute, deliver and perform its obligations under, and to consummate the transactions contemplated by this Agreement and each other Transaction Document to which it is a party. The execution and delivery of this Agreement and the other Transaction Documents to which the Company or any Seller is a party and the performance of the transactions contemplated hereby and thereby have been duly and validly approved by such action necessary on behalf of the Company or such Seller. This Agreement and the transactions contemplated hereby have been approved by written consent (the "***Written Consent***") by the Requisite Stockholders (as defined in the Stockholders Agreement), including holders of **at least *55%*** of the shares of Class B Preferred Stock, as an Approved Sale (as defined in the Stockholders Agreement). The Company is duly authorized, qualified or licensed to do business as a foreign

corporation in each jurisdiction in which the carrying on of its business as now conducted so requires, except where the failure to be so qualified would not be reasonably expected to have a material adverse effect on the Company.

Section 3.2. Due Execution; Binding Obligation.

This Agreement and each other Transaction Document to which each Seller and the Company is a party has been or will be duly executed and delivered by each of the Company and each Seller, and (assuming due authorization, execution and delivery by each other party hereto and thereto) constitutes the legal, valid and binding obligations of each Seller and the Company, enforceable against each Seller and the Company in accordance with its terms, except as such enforceability may be limited by Laws affecting creditors' rights or general principals of equity. True and complete copies, certified by an authorized officer of the Company, of the resolutions adopted by the Company's board of directors, authorizing and ratifying the execution, performance and delivery of this Agreement and each other Transaction Document to which it is a party and the consummation of the transactions contemplated hereby and thereby, are attached as Schedule 3.2.

Section 3.3. Certificate of Incorporation, Bylaws and Minutes.

The Company has delivered to Buyer certified copies of the certificate of incorporation and bylaws of the Company, each as amended to the date hereof, and the minute book containing all of its directors' and stockholders' meetings through the date hereof. The Company's stock books have been provided for Buyer's review and fully reflect all material actions of the Company's board of directors and stockholders as of the date hereof. The following sets forth the current officers and directors of the Company:

Officers

Name	Title
Kevin McGlensey	President and Chief Executive Officer
Dennis Strouse	Chief Operating Officer
Michael Dyar	Chief Financial Officer

Board of Directors

Vatche Artinian (Chairman of the Board)
Kevin McGlensey
Patrick McMullen
Jens Christian Mathiesen
Peter Cooper
Leif Andre Skare
Even Bakke

Section 3.4. Capitalization; Sellers' Ownership of Shares.

(a) The authorized capital stock of the Company consists of (i) 40,000,000 shares of common stock, $0.001 par value per share (the "***Common Stock***"), of which 10,922,458 shares are issued and outstanding, and (ii) 23,939,475 shares of preferred stock, $0.001 per share (the "***Preferred Stock***"), 15,000,000 of which are designated class A preferred stock ("***Class A Preferred Stock***"), 13,291,366 of which are issued and outstanding, and 8,939,475 of which are designated class B preferred stock ("***Class B Preferred Stock***"), all of which are issued and outstanding. No Shares are issued, outstanding and not vested under the "Stock Issuance Program" provided in the Company's 2006 Stock Option/Stock Issuance Plan (the "***2006 Plan***"), and no Shares are issued, outstanding and not vested as of the date hereof pursuant to the exercise of stock options granted under the "Option Grant Program" provided in the 2006 Plan. Schedule 3.4(a) sets forth a true and complete list of the record and beneficial owners of all the issued and outstanding shares of Common Stock, Class A Preferred Stock and Class B Preferred Stock (collectively, the "***Shares***"), showing the number of shares of Common Stock, Class A Preferred Stock and Class B Preferred Stock held by each such owner. Other than the Shares set forth on Schedule 3.4(a), no other shares of capital stock of the Company are issued and outstanding.

(b) All outstanding Shares are duly authorized, validly issued, fully paid and non-assessable, and are not subject to and were not issued in violation of any rights, preemptive or otherwise, purchase option, call or right of first refusal or similar right. No shares of Common Stock or Preferred Stock are held in treasury of the Company.

(c) Except for:

(i) the conversion privileges of the Class A Preferred Stock and the Class B Preferred Stock;

(ii) up to 2,767,813 shares of Common Stock issuable to employees, officers, directors and consultants of the Company pursuant to options outstanding as of the date hereof (the "***Options***") under the 2006 Plan;

(iii) warrants to acquire up to 2,142,252 shares of Common Stock (the "***Warrants***"); and

(iv) the convertible promissory notes set forth on Schedule 3.4(c) (the "***Convertible Debt***");

there are no outstanding options, rights, warrants, scrip or other rights, contracts or commitments for the issuance or sale by the Company, whether contingent or otherwise, to acquire, sell or issue shares of capital stock of the Company, and there are no securities of the Company convertible into or exchangeable for any shares of capital stock of the Company (whether issued, treasury or issued and outstanding), and there are no agreements or arrangements not yet fully performed which would result in any of the foregoing. Schedule 3.4(c) sets forth a true and complete listing of: each holder of an Option, the number of shares of Common Stock issuable pursuant to each Option, the vesting schedule of each Option and the exercise price for each share of Common Stock issuable pursuant to each Option; each holder of a Warrant, the number

of shares of Common Stock issuable pursuant to each Warrant and the strike price per share of each Warrant; and each holder of the Convertible Debt and the principal amount of the Convertible Debt held by such holder.

(d) Each Seller is the holder of record and owns beneficially that number of shares of Common Stock, Class A Preferred Stock, Class B Preferred Stock, and shares issuable pursuant to the exercise of the Options, Warrants and Convertible Debt (to the extent applicable) set forth opposite such Seller on Schedule 3.4(a) hereto, free and clear of all liens. The Sellers own all of the Shares, the Options and the Warrants. At the Closing, each Seller will transfer to Buyer valid, good, marketable and indefeasible title to the Shares, the Options and the Warrants owned by such Seller free and clear of any mortgage, lien, pledge, charge, security interest, proxies, pledges, purchase arrangements, stockholders' agreement, voting agreements, restrictions, redemption agreements or encumbrance of any kind.

(e) All shares of Common Stock, Class A Preferred Stock, Class B Preferred Stock, Options, Warrants and the Convertible Debt and all other rights, including contingent rights, to acquire capital stock or other securities of the Company have been issued in compliance with all applicable Laws.

(f) The Company has no subsidiaries, either partially or wholly owned, and does not otherwise own or control, directly or indirectly, any equity interest in, or any security convertible into an equity interest in, any corporation, partnership, limited liability company, association or other business entity. There are no outstanding obligations of the Company to provide funds or make any investment (in either case, in the form of a loan, capital contribution, purchase of an interest (whether from the issuer or another Person) or otherwise) in, any other Person.

Section 3.5. No Conflict.

Except as set forth on Schedule 3.5, the execution, delivery and performance of this Agreement by each of the Company and each Seller and any other Transaction Document to which it is a party and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(a) conflict with or violate the certificate of incorporation or bylaws of the Company or the organizational documents of any Seller (if applicable);

(b) conflict with or violate in any material respect any Law or Order applicable to any Seller, the Company or any of the Company's assets;

(c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a breach or default) under, or give to others any rights of termination, rescission, amendment, acceleration or cancellation of, any material note, bond, mortgage, indenture, contract, agreement, lease, license, Permit or other instrument relating to any of the Company's assets or any of the Shares or to which the Company or any Seller is a party or is bound or by which any of the Company's assets or any Shares are bound or affected; or

(d) result in the creation of any pledge, lien, collateral assignment, security interest, mortgage, deed of trust, title retention, conditional sale or other security arrangement, or any license, Order or charge, or any adverse claim of title, ownership or use, or agreement of any kind restricting transfer, or any other encumbrance whatsoever on the Company, the assets of the Company or any of the Shares.

Section 3.6. Title to and Condition of Assets.

(a) Except as set forth on Schedule 3.6(a), the Company owns or has the right to use all of the Purchased Assets. The Company has good and marketable title in and to all the Purchased Assets and the Purchased Assets are free and clear of all encumbrances whatsoever. Except for those licenses set forth in Schedule 3.6(a), none of the Purchased Assets is licensed from or to any third party.

(b) Schedule 3.6(b) sets forth a list of all individuals not employed by the Company that provide any service or support, whether pursuant to an oral or written agreement or arrangement or otherwise, to the Company in connection with the operation of the Company's business and whose service or support are necessary for the continued operation of the Company's business as it is currently operated.

Section 3.7. Consents.

Except as set forth on Schedule 3.7, no consent, Permit, Order, waiver, registration, filing or notice is required to be obtained from any governmental authority or third party or given by the Company or any Seller in connection with the execution, performance and delivery by the Company or any Seller of this Agreement and any other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby or thereby.

Section 3.8. Financial Statements.

(a) Attached hereto as Schedule 3.8 are copies of:

(i) the Company's audited financial statements (consisting of a balance sheet and statements of operations, stockholders' equity (deficit) and cash flows) for the years ended December 31, 2006, 2007 and 2008, and the notes thereto, and

(ii) the Company's unaudited financial statements (consisting of a balance sheet (the "***Balance Sheet***") and statements of operations, stockholders' equity (deficit) and cash flows) for the six-month period ended June 30, 2009 (collectively with the financial statements described in subsection (i), the "***Financial Statements***").

(b) The Financial Statements of the Company have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby, and present fairly and accurately the financial condition and results of operations of the Company as of or at such dates and for the time periods indicated therein.

(c) The accounting books of the Company previously made available to Buyer are true and complete in all material respects.

Section 3.9. No Undisclosed Liabilities.

Except as set forth on Schedule 3.9, the Company has no liability, commitment or obligation of any nature (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company giving rise to any liability), other than (a) liabilities disclosed in the Balance Sheet and (b) liabilities which have arisen since June 30, 2009, in the ordinary course of business in a manner consistent with past practice.

Section 3.10. Litigation, Claims or Disputes.

There are no claims, disputes, actions, suits, investigations or proceedings of any nature pending or, or to the Knowledge of the Company or the knowledge of any Seller, threatened, at law or in equity, against the Company, its properties or any of its officers or directors in their capacity as such, nor, to the Knowledge of the Company or the knowledge of any Seller, is there any reasonable basis therefor. There are no pending or, to the Knowledge of the Company or the knowledge of any Seller, threatened arbitration, court, governmental department, commission, board or agency actions that may adversely affect, contest or challenge the Company's authority, right or ability to conduct its business or operations or perform the Company's or any Seller's obligations under this Agreement or any other Transaction Document or the ability of any Seller to sell or convey the Shares to Buyer.

Section 3.11. Legal Compliance.

The Company has complied and is in compliance with all applicable Laws in all material respects, including those related to all taxes of any kind whatsoever.

Section 3.12. Permits.

Schedule 3.12 sets forth all Permits held by the Company and used in the operation of its business. All of such Permits are valid and in full force and effect and the Company is not in default, and no condition exists that with notice or lapse of time or both would constitute a default, under any of such Permits. No Permits, other than those Permits set forth on Schedule 3.12, are currently required to be held by the Company under any Material Contract, under any material applicable Law or for the full conduct of the Company's business or operations in compliance with any material applicable Law.

Section 3.13. No Brokers.

Except as set forth on Schedule 3.13, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Company, any Seller or any of their respective affiliates.

Section 3.14. Absence of Questionable Payments.

Neither the Company nor, to the Knowledge of the Company, any current or former director, officer, agent, employee or any other Person acting on behalf of the Company, has used

any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any other unlawful expenditures relating to political activity or for any other purpose to any foreign or domestic government official or others. Neither the Company nor, to the Knowledge of the Company, any current or former director, officer, agent, employee or any other Person acting on behalf of the Company, has accepted or received any unlawful contributions, payments, gifts or expenditures.

Section 3.15. **Real Estate**.

The Company does not own any real property. Schedule 3.15 contains a true and complete list of and briefly describes all real property leased by the Company. A true and complete copy of the leases related to such leased property has been provided to Buyer and such leases are in full force and effect and the Company owes no penalties thereunder. The Company has a valid leasehold interest in each parcel of leased real property. To the Knowledge of the Company, no event has occurred that constitutes, or that with the giving of notice or the passage of time or both would constitute, a material default under any of such leases by the Company or by Buyer after the Closing or by any other party to any of such leases.

Section 3.16. **Customers, Vendors and Suppliers**.

Except as set forth on Schedule 3.16, to the Knowledge of the Company, there is no present intent of any significant customer, vendor or supplier of the business of the Company to discontinue or substantially alter its relationship as such with the Company or Buyer upon consummation of the transactions contemplated hereby.

Section 3.17. **Environmental, Health and Safety**.

The Company has complied in all material respects with any and all applicable environmental, health and safety Laws and Orders regarding the production, handling, treatment and disposal of toxic chemicals, materials and hazardous waste. The Sellers have delivered to Buyer all known internal and external environmental audits, assessments, reports, studies, documents and correspondence on environmental matters relating to the Company and the Company is in compliance in all material respects with applicable Laws relating to health, safety or the environment.

Section 3.18. **Insurance**.

Schedule 3.18 sets forth all of the policies of insurance now in effect covering the assets, properties and business of the Company and all products liability insurance maintained by the Company, and true and complete copies of each policy have been provided to Buyer. Such policies are in full force and effect as of the date hereof and will continue to be in full force and effect after the Closing until their ordinary expiration date. The Company has not received notice from any insurance carrier of any intention to terminate such policies. Except as set forth on Schedule 3.18, no claims are pending under any such policies and all premiums due and payable have been paid.

Section 3.19. Borrowings, Guarantees, Bank Accounts.

(a) Schedule 3.19 identifies all agreements and undertakings pursuant to which the Company:

(i) is borrowing or is entitled to borrow any money, including capital leases, letters of credit, obligations to pay deferred or contingent amounts and any other indebtedness;

(ii) is lending or has committed itself to lend any money; or

(iii) is a guarantor or surety with respect to the obligations of any Person.

(b) Schedule 3.19 also identifies all bank accounts used in connection with the operations of the Company, whether or not such accounts are held in the name of the Company, lists the respective signatories, and lists the names of all Persons holding a power of attorney from the Company with a summary statement of the terms thereof. True and complete copies of all the written agreements set forth on Schedule 3.19 have been delivered to Buyer.

Section 3.20. Taxes.

(a) The Company has filed all tax returns that it was required to file under applicable Laws. All such tax returns were true and complete in all material respects, were timely filed, and have been prepared in compliance with all applicable Laws. All taxes due and owing by the Company or for which the Company may be liable (whether or not shown on any tax return) have been paid. The Company is not currently the beneficiary of any extension of time within which to file any tax return. No claim known to the Company has ever been made by an authority in a jurisdiction where the Company does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no liens for taxes known to the Company upon any of the assets of the Company.

(b) The Company has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing through the Closing Date to any employee, independent contractor, creditor, stockholder or other third party.

(c) To the Knowledge of the Company, no authority intends to assess any additional taxes for any period for which tax returns have been filed. No foreign, federal, state or local tax audits or administrative or judicial tax proceedings are pending or being conducted with respect to the Company. Except as set forth in Schedule 3.20(c), the Company has not received from any foreign, federal, state, or local taxing authority (including jurisdictions where the Company has not filed tax returns) any:

(i) notice indicating an intent to open an audit or other review;

(ii) request for information related to tax matters; or

(iii) notice of deficiency or proposed adjustment for any amount of tax proposed, asserted or assessed by any taxing authority against the Company.

(d) The Company has delivered to Buyer true and complete copies of all:

(i) Federal, state, municipal and foreign income tax returns filed by the Company since January 1, 2006; and

(ii) All correspondence pertaining to taxes received by the Company from any federal, state, municipal or foreign taxing authority since January 1, 2005.

(e) The Company has not waived any statute of limitations with respect to taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

(f) The Company is not a party to or bound by any tax allocation, sharing or indemnity agreements or arrangements. The Company does not have any liability for the taxes of any Person under Treasury Regulations Section 1.1502 6 (or any corresponding provisions of state, local or foreign tax Law). The Company has never been a member of an affiliated, consolidated, combined or unitary group filing for federal or state income tax purposes.

(g) For purposes of this Agreement, "***tax***" or "***taxes***" means any taxes, assessments, fees, unclaimed property and escheat obligations and other governmental charges imposed by any governmental entity, including income, profits, gross receipts, net proceeds, alternative or add on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, social contributions, fuel, excess profits, occupational, premium, windfall profit, severance, estimated or other charge of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

Section 3.21. Intellectual Property.

(a) **Intellectual Property Assets**. The term "***Intellectual Property Assets***" means:

(i) the phrase "Direct Drive Systems," all fictional business names, trading names, product names, Internet domain names, logos, slogans, trade dress, trademarks and service marks used to identify the Company as the source for goods or services, whether registered or unregistered, and all applications and registrations therefor, and all common law rights and all goodwill associated therewith (collectively, "***Marks***");

(ii) all U.S. and foreign patents, patent applications, patent disclosures, invention disclosures, inventions and discoveries that may be patentable and all rights related thereto, including all reissues, reexaminations, divisions, continuations, continuations-in-part, extensions or renewals of any of the foregoing (collectively, "***Patents***");

(iii) all copyrights in both published works and unpublished works, mask works rights, database rights, moral rights and other rights of authorship, and all applications and registrations therefor (collectively, "***Copyrights***");

(iv) software (including object code and source code) and databases; and

(v) all trade secrets and similar proprietary rights in confidential information, including know-how, information, customer lists, technical information, data, process technology, plans, drawings, blue prints, inventions, discoveries, improvements, processes, techniques, devices, formulae, patterns and methods, whether or not patentable or capable of being registered (collectively, "***Trade Secrets***"),

owned, used or licensed (as licensee or licensor) by the Company or any entity previously acquired by the Company (an "***Acquired Company***"). Schedule 3.21(a) sets forth a true and complete list of all Patents, Copyrights and Marks used in the operation of the Company's businesses and that are issued, registered, or for which an application to issue or register has been filed, indicating the owner, jurisdiction and application or registration number, as applicable.

(b) **Agreements**. Schedule 3.21(b) contains a true and complete list and summary description, including any royalties paid or received by the Company, of all contracts that transfer rights in the Intellectual Property Assets into or out of the Company to which the Company is a party or by which the Company is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than $10,000 under which the Company is the licensee. There are no outstanding and, to the Knowledge of the Company, threatened, disputes or disagreements with respect to any such agreement.

(c) **Know-How Necessary for the Business**.

(i) The Intellectual Property Assets are all those necessary for the conduct of the Company's businesses as described in the DDS Management Presentation, dated August 4, 2009. The Company is the owner of all right, title and interest in and to, or has a valid right and license to use, each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims. None of the Intellectual Property Assets are subject to a royalty to a third party. The Company has not granted any other Person an exclusive license to any Intellectual Property Asset .

(ii) All (a) former and current employees that have engaged in engineering, design development, or deployment at the Company, or that have contributed to engineering, design development, or deployment at the Company and (b) former and current consultants that have engaged in engineering, design development, or deployment at the Company, or that have contributed to engineering, design development, or deployment at the Company, have executed written contracts with the Company that assign to the Company all rights to any inventions, improvements, discoveries or information relating to the business of the Company. To the Knowledge of the Company, no employee of the Company has entered into any contract with a third party that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign or disclose information concerning his work to anyone other than the Company.

(d) **Patents**.

(i) As of the Closing Date, except as noted on Schedule 3.21(a), all of the issued Patents have been maintained by the proper payment of all maintenance fees, are not subject to any maintenance fees or patent office taxes falling due within 90 days after the Closing Date, and are, to the Knowledge of the Company, valid and enforceable.

(ii) No issued or pending Patent has been or is now involved in any interference, reissue, reexamination or post-allowance opposition proceeding. To the Knowledge of the Company, there is no patent or patent application of any third party that potentially supports an interference with any pending Patent or patent office opposition to an issued Patent.

(iii) To the Knowledge of the Company, no issued Patent is infringed or has been challenged or threatened in any way.

(iv) The Company has, within the last two years, taken commercially reasonable steps to mark all products made or sold under the issued Patents with the proper patent notice in accordance with 35 U.S.C. § 287.

(e) **Trademarks**.

(i) As of the Closing Date, all Marks that have been registered have been maintained by the proper payment of all maintenance fees and showings of proofs of use, are not subject to any maintenance fees or trademark office taxes falling due within 90 days after the Closing Date and are, to the Knowledge of the Company, valid and enforceable.

(ii) No registered Mark or Mark for which an application to register has been filed has been or is now involved in any opposition, invalidation or cancellation and, to the Knowledge of the Company, no such action is threatened with the respect to any of the Marks.

(iii) To the Knowledge of the Company, no Mark is infringed or has been challenged or threatened in any way.

(iv) The Company has, within the last two (2) years, taken commercially reasonable steps to mark all registered and material unregistered Company Marks used in the Company's businesses with the proper trademark notice in accordance with 15 U.S.C. § 1111.

(f) **Copyrights**.

(i) As of the Closing Date, all the Copyrights that have been registered have been maintained by the proper payment of all maintenance fees, are not subject to any maintenance fees or copyright office taxes falling due within 90 days after the Closing Date, and are, to the Knowledge of the Company, valid and enforceable.

(ii) To the Knowledge of the Company, no registered Copyright or Copyright in any software used in the products made or distributed by the Company is infringed or,

to the Knowledge of the Company, has been challenged or threatened in any way. To the Knowledge of the Company, none of the subject matter of any of the registered Copyrights or Copyrights in any software used in the products made or distributed by the Company is a derivative work based on the work of a third party.

(iii) The Company has, within the last two years, taken commercially reasonable steps to mark all works encompassed by the registered Copyrights with the proper copyright notice in accordance with 17 U.S.C. § 401.

(g) **Trade Secrets**.

(i) With respect to each Trade Secret, any documentation relating to such Trade Secret is current, accurate and sufficient in detail and content to identify and explain it and to allow its full and proper use by an operator of ordinary skill, trained in the normal course of business with respect to such Trade Secret.

(ii) The Company has entered into appropriate confidentiality agreements with each of its (a) former or current employees that have been engaged in engineering, design development, or deployment at the Company, or that have contributed to engineering, design development, or deployment at the Company and (b) former and current consultants that have engaged in engineering, design development, or deployment at the Company, or that have contributed to engineering, design development, or deployment at the Company.

(iii) To the Knowledge of the Company, the Trade Secrets are not part of the public knowledge or literature, and have not been used, divulged or appropriated for the benefit of any Person (other than the Company) to the detriment of the Company. No Trade Secret is subject to any adverse claim in any proceeding or, to the Knowledge of the Company, has been challenged or threatened in any way.

(h) **Software**. No software that is an Intellectual Property Asset contains or is distributed with any third party software code (e.g., “copyleft” or “open source” code) whose use or distribution (i) requires the disclosure or licensing of any of Intellectual Property Asset to third parties or (ii) could otherwise impose any limitation, restriction or condition on the right or ability of the Company to use, distribute or provide access to any Intellectual Property Asset.

(i) **Third Party Intellectual Property**.

(i) The term “***Third Party IP***” means:

(A) all business names, trading names, product names, Internet domain names, logos, slogans, trade dress, trademarks, service marks, whether registered or unregistered, all applications and registrations therefor, all common law rights and all goodwill associated therewith;

(B) all U.S. and foreign patents, patent applications, patent disclosures, invention disclosures, inventions and discoveries that may be patentable, and all rights related thereto, including all reissues, reexaminations, divisions, continuations, continuations-in-part, extensions or renewals of any of the foregoing;

(C) all copyrights in both published works and unpublished works, mask works rights, database rights, moral rights and other rights of authorship, and all applications and registrations therefore;

(D) software (including object code and source code) and databases; and

(E) all trade secrets and similar proprietary rights in confidential information, including know-how, information, customer lists, technical information, data, process technology, plans, drawings, blue prints, inventions, discoveries, improvements, processes, techniques, devices, formulae, patterns and methods, whether or not patentable or capable of being registered;

(F) in the case of Clause (A) through (E) above (inclusive), owned or licensed (as licensee or licensor) by a third party.

(ii) The operation of the Company's business as described in the DDS Management Presentation, dated August 4, 2009, does not infringe or misappropriate any Third Party IP.

(iii) The Company has not received any written notice in the past 12 months related to any alleged infringement or misappropriation of any Third Party IP by the Company.

Section 3.22. Employees and Labor Matters.

(a) Schedule 3.22(a) sets forth the following information for each employee and director of the Company and each individual who is employed by any staffing agency or other Person and assigned to provide services to the Company, including each employee on leave of absence: name; employing entities; date of hire; and job titles; and a list of any employment, retention, severance, incentive, bonus, change of control or other agreement entered with such Person. The list of salaries and bonuses for each employee and director of the Company and each individual who is employed by any staffing agency or other Person assigned to provide services to the Company, previously provided to Buyer, are true and complete.

(b) Except as set forth on Schedule 3.22(a), the Company is not a party to or bound by any express or implied, oral or written, employment contract or agreement (including collective bargaining agreement or other labor contracts) applicable to any of its employees or contractors or to any person employed by a staffing agency or other Person and assigned to provide services to the Company (collectively, "***Company Workers***"). The Company has not agreed to recognize any union or other collective bargaining representative, nor has any union or other collective bargaining representative been certified as the exclusive bargaining representative of any of the Company Workers. There is no question concerning representation as to any collective bargaining representative concerning any Company Worker and no labor union or representative thereof claims to or, to the Knowledge of the Company, seeks to

represent any Company Worker and no union organizational campaign or representation petition is currently pending with respect to any Company Worker. There is no pending or threatened labor dispute, slowdown strike or work stoppage affecting the Company.

(c) All Company Workers and former Company Workers have been, or will have been on or before the Closing Date, paid in full all wages, salaries, commissions, bonuses, vacation pay, severance and termination pay, sick pay and other compensation for all services performed by them that was accrued and payable to them up to the Closing Date. All wages, salaries, commissions, bonuses, vacation pay, severance and termination pay, sick pay and other compensation for all services performed by Company Workers that was, or is, accrued by them up to the Closing Date that is not payable prior to the Closing Date is, or will be on or before the Closing Date, fully reflected on the accounting books of the Company.

(d) The Company has complied with all Laws applicable to obtaining, verifying and maintaining records evidencing its employees' immigration status and ability to work in the United States. Accordingly, to the Knowledge of the Company, all Company Workers are lawfully authorized to work in the United States according to federal immigration law.

(e) No Company Worker is a party to, or bound by, any agreement or commitment or subject to any restriction containing confidentiality, proprietary rights, non-competition or other restrictive covenants which now or in the future may adversely affect the Company's business or the performance by such Company Workers of their duties for the Company.

(f) Except as set forth on Schedule 3.22(f), no Company Worker is or may be entitled to a retention, change of control, bonus, severance or other payment in whole or in part because of:

(i) the termination of his or her employment or engagement with the Company; or

(ii) the transactions contemplated by this Agreement.

Section 3.23. Employee Benefit Plans.

(a) Schedule 3.23 provides a list of each of the following which is sponsored, maintained, provided or contributed to by the Company or any of its ERISA Affiliates (as defined below), whether directly or pursuant to the terms of an employee services or leasing arrangement with a staffing agency or leasing organization, or has been so sponsored, maintained, provided or contributed to within six years prior to the Closing Date, or with respect to which the Company or any of its ERISA Affiliates has any direct or indirect liability (each a "***Plan***"):

(i) "employee benefit plan," as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***");

(ii) plan that would be an employee benefit plan described in clause (i) of this sentence if it was subject to ERISA, such as foreign plans and plans for directors;

(iii) equity bonus, equity ownership, equity option, restricted equity, equity purchase, equity appreciation rights, phantom equity or other equity-based compensation plan or arrangement;

(iv) bonus plan or arrangement, incentive award plan or arrangement, deferred compensation agreement or arrangement, change in control plan or arrangement, executive compensation or supplemental income arrangement, personnel policy, vacation policy, severance pay plan, policy or agreement, consulting agreement or employment agreement; and

(v) other employee benefit plan, agreement, arrangement, program, practice or understanding.

The term "***ERISA Affiliate***" means any entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "***Code***"), or Section 4001(b)(l) of ERISA that includes the Company, or that is a member of the same "controlled group" as the Company pursuant to Section 4001(a)(14) of ERISA.

Schedule 3.23 separately identifies each Plan that is directly sponsored, maintained, provided or contributed to by the Company or any of its ERISA Affiliates and sponsored, maintained, provided or contributed to by the Company or any of its ERISA Affiliates pursuant to the terms of an employee services or leasing arrangement with a staffing agency or leasing organization.

(b) True and complete copies of each of the Plans, and related trusts, if applicable, including all amendments thereto, have been delivered by the Company to Buyer. There has also been delivered by the Company to Buyer, to the extent applicable:

(i) the most recent annual or other report filed with each governmental entity;

(ii) the insurance contract and other funding agreement and all amendments thereto;

(iii) the most recent summary plan description;

(iv) the most recent audited accounts and actuarial report or valuation required to be prepared under applicable Laws; and

(v) the most recent determination letter or opinion letter issued by the Internal Revenue Service.

(c) Neither the Company nor any of its ERISA Affiliates contributes to or has any obligation to contribute to, and no Plan is, a plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code. No Plan is funded through a trust that is intended to be exempt from federal income taxation pursuant to Section 501(c)(9) of the Code. Each Plan that is intended to be qualified under Section 401(a) of the Code:

(i) satisfies the requirements of such Section;

(ii) is maintained pursuant to a prototype document approved by the Internal Revenue Service, or has received a favorable determination letter from the Internal Revenue Service regarding such qualified status;

(iii) has been amended as required by applicable Laws; and

(iv) has not been amended or operated in a way which would adversely affect such qualified status. As to any Plan that is intended to be qualified under Section 401(a) of the Code, there has been no termination or partial termination of the Plan within the meaning of Section 411(d)(3) of the Code.

(d) The Company and its ERISA Affiliates have substantially performed all obligations, whether arising by operation of Law or by contract, required to be performed by them in connection with the Plans, and to the Knowledge of the Company, there have been no defaults or violations by any other party to the Plans. Each Plan has been established, documented, administered and operated in compliance with applicable Laws and its governing documents. There are no actions, suits or claims pending, (other than routine claims for benefits) or, to the Knowledge of the Company, threatened against, or with respect to, any of the Plans or their assets. All contributions required to be made to the Plans pursuant to their terms and the provisions of ERISA, the Code or any other applicable Law have been timely made. No act, omission or transaction has occurred which would result in imposition on the Company or any of its ERISA Affiliates of:

(i) breach of fiduciary duty liability damages under Section 409 of ERISA;

(ii) a civil penalty assessed pursuant to Section 502 of ERISA; or

(iii) a tax imposed pursuant to Chapter 43 of Subtitle D of the Code.

To the Knowledge of the Company, there is no matter pending (other than routine qualification determination filings) with respect to any of the Plans before the Internal Revenue Service, the Department of Labor or other governmental authority.

(e) Except as set forth on Schedule 3.23, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

(i) require the Company or any of its ERISA Affiliates to make a larger contribution to, or pay greater amounts or benefits under, any Plan than it otherwise would, whether or not some other subsequent action or event would be required to cause such payment or provision to be triggered; or

(ii) create or give rise to any additional vested rights, service credits or other benefits or payments under any Plan.

Except as set forth on Schedule 3.23, in connection with the consummation of the transactions contemplated by this Agreement, no payments of money or property, acceleration of benefits or provisions of other rights have or will be made hereunder, under the Plans or under any other agreement which, in the aggregate and with respect to the Company, its subsidiaries and their

respective employees and other service providers, would be reasonably likely to result in imposition of the sanctions imposed under Sections 280G and 4999 of the Code, whether or not some other subsequent action or event would be required to cause such payment, acceleration or provision to be triggered.

(f) Each Plan which is an "employee benefit plan," as such term is defined in Section 3(3) of ERISA, may be unilaterally amended or terminated in its entirety, in accordance with the terms thereof, without liability except as to benefits accrued thereunder prior to such amendment or termination.

(g) Each Plan is either not a deferred compensation plan subject to the requirements of Section 409A of the Code or has been established, maintained and operated in compliance with the provisions of Section 409A of the Code. Each stock option issued under the 2006 Plan does not provide for the deferral of compensation under Section 409A of the Code by reason of satisfying the requirements of Treasury regulation section 1.409A-1(b)(5)(i)(A). No Company Worker or other Person providing services to the Company or any of its ERISA Affiliates is entitled to a tax gross-up or similar payment for any tax or interest that may be due under Section 409A of the Code.

(h) The Company and its ERISA Affiliates have remitted to Administaff, or other staffing agency or leasing organization, if applicable, adequate funds to cover the complete remuneration and compensation of the employees providing services to the Company and its ERISA Affiliates and to fulfill any and all obligations and responsibilities under its agreement with Administaff or such other staffing agency or leasing organization on or before the contractually agreed upon date.

Section 3.24. Material Contracts.

(a) Schedule 3.24 sets forth a list as of the date of this Agreement of all oral and written agreements or arrangements entered into by the Company that are material to the Company's business (the "***Material Contracts***"). Except as disclosed in Schedule 3.24, there are no agreements or arrangements entered into by the Company or to which the Company is bound that:

(i) involve commitments by the Company for terms of 12 months or longer;

(ii) involve the payment, or potential payment, of more than $100,000; or

(iii) contain a covenant not to compete (or similar arrangement) restricting the Company from competing or engaging in any line of business.

(b) True and complete copies of each Material Contract have been provided to Buyer. Except as disclosed in Schedule 3.24:

(i) each Material Contract represents a legal, valid and binding obligation of the Company, and to the Knowledge of the Company, any other Person party thereto, and is enforceable against the Company, and to the Knowledge of the Company, any other Person party thereto, in accordance with its terms, except as such enforceability may be limited by Laws affecting creditors rights and general principals of equity;

(ii) no Material Contract has been terminated, and neither the Company nor, to the Knowledge of the Company, any other Person is in material breach or default thereunder, and to the Knowledge of the Company, no event has occurred that with notice or lapse of time, or both, would constitute a material breach or default, or permit termination, modification in any manner adverse to the Company or acceleration thereunder; and

(iii) no party has asserted or has (except by operation of law) any right to offset, discount or otherwise abate any amount owing under any Material Contract except as expressly set forth in such Material Contract.

(c) Except as set forth on Schedule 3.24(c), no Seller is a party to any oral or written agreement or arrangement with the Company or in any manner relating to or in any way affecting a Seller's Shares.

Section 3.25. Disclosure.

To the Knowledge of the Company, there is no information or fact (other than general economic or industry conditions) that has or would reasonably be expected to have a material adverse effect on the Company that has not been disclosed to the Buyer in this Agreement (including the Exhibits and Schedules hereto).

Section 3.26. Transactions with Directors, Officers, Affiliates, etc.

Schedule 3.26 lists and sets forth a brief summary of all existing agreements and arrangements with any director, officer, member, partner, employee of or holder of any equity interest in the Company or any affiliate of the foregoing.

Section 3.27. Absence of Changes.

Except as set forth on Schedule 3.27 or on the Financial Statements, since December 31, 2008:

(a) there has not been any change, effect, event or occurrence that is or would be reasonably expect to have material adverse effect on the Company's financial conditions, results of operations, business, properties, assets or operations;

(b) the Company has operated and maintained its business in the ordinary course;

(c) there has not been any change by the Company in accounting or tax reporting principles, methods or policies;

(d) the Company has not made or rescinded any election relating to taxes, settled or compromised any claim relating to taxes; and

(e) the Company has not made or committed to make any capital expenditures or capital additions or betterments in excess of $50,000 individually or $200,000 in the aggregate.

Section 3.28. HSR.

The Company does not meet the size of person test set forth in the HSR Act, at 15 USC § 18a(a)(2)(B).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers as of the date hereof and as of the Closing Date as follows:

Section 4.1. Incorporation, Existence, Authority and Binding Obligation.

Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power, authority and legal capacity to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which Buyer is a party and the performance of the transactions contemplated hereby and thereby have been duly and validly approved by such action necessary on behalf of Buyer. This Agreement and each other Transaction Documents to which Buyer is a party has been or will be duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by each other party to this Agreement and the other Transaction Documents) constitutes the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by Laws affecting creditors' rights or general principals of equity.

Section 4.2. No Conflict.

The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which it is a party does not and will not:

(a) conflict with or violate the certificate of incorporation or bylaws of Buyer;

(b) conflict with or violate any Law or Order applicable to Buyer (assuming the condition in Section 6.2(g) is satisfied); or

(c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a breach or default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any indenture, contract, agreement, lease, license, Permit or other instrument relating to any material assets or properties to which Buyer is a party or by which any of its respective material assets or properties is bound or affected, except for any such breach, default, conflict or violation described in clause (b) or (c) that would not reasonably be expected to have an adverse effect on the ability of Buyer to perform its obligations under this Agreement or any of the other Transaction Documents.

Section 4.3. Brokers.

Any broker, finder or investment banker who may be entitled to brokerage, finder's or other fees or commissions in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer will be compensated by Buyer.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1. Conduct of Business Prior to the Closing.

(a) The Company covenants and agrees that, between the date of this Agreement and the Closing Date, it will continue to conduct the Company's business in the ordinary course and use reasonable efforts to preserve its present business operations and organizations consistent with its past practice except for actions expressly permitted or prescribed by this Agreement, matters incident to carrying out this Agreement, and such further matters as may be consented to by Buyer in advance in writing. Specifically in this regard (but not limited to the following examples), except as disclosed to Buyer in this Agreement (including the Schedules hereto) or otherwise agreed in writing in advance by Buyer, following the date of this Agreement, the Company shall not:

(i) declare or make any dividends or distributions of cash or property;

(ii) make a loan, advance or capital contribution to any Person;

(iii) amend or modify any of its organizational documents;

(iv) sell, transfer, lease or dispose of any assets of the Company or impose any liens on the assets of the Company other than sales of inventory in the ordinary course of business;

(v) make any representations to the Company's employees or any other Person regarding their continued employment or terms and conditions thereof, nor establish any new obligations binding the Company to any salary increases, bonuses, retention bonuses, awards under the 2006 Plan, employee benefits, change in control or severance payments or long term incentives for such employees or other Persons;

(vi) transfer, assign, pledge, convey or grant any ownership interest or exclusive license or rights to any Intellectual Property Asset, except in the ordinary course of business; grant any material nonexclusive licenses to any Intellectual Property Asset, except in the ordinary course of business, or license to any Person, or otherwise extend, amend or modify any Person's rights to any Intellectual Property Asset, except in the ordinary course of business;

(vii) take or cause to be taken any action that could reasonably be expected to delay or adversely affect the consummation of the transactions contemplated hereby or that could reasonably be expected to result in any of the representations and warranties contained in Article III becoming untrue or inaccurate in any material respect; or

(viii) agree in writing or otherwise to do any of the foregoing.

(b) The Company shall not amend any Plan or establish any new Plan. The Company will, however, assist Buyer in its identification of and arrangements for or creation of incentives for the retention of any such key employees on terms and conditions as may be acceptable to and for the sole account and expense of Buyer.

(c) Each Seller covenants and agrees that it shall cause the Company to comply with this Section 5.1 and it shall not sell, assign, transfer or dispose (or agree in writing or otherwise to do any of the foregoing) of any Shares other than pursuant to this Agreement.

Section 5.2. Books and Records.

(a) The Sellers acknowledge and agree that from and after the Closing Date, Buyer will be entitled to the originals of all books and records of the Company and the Sellers shall cause the Company to deliver such books and records to Buyer at the Closing.

(b) If, in order to properly prepare documents required to be filed with applicable governmental authorities (including taxing authorities) or the Company's financial statements, it is necessary that Buyer or any Seller or any successors thereto be furnished with additional information relating to the Company or its assets, and such information is in the possession of such other party, such party agrees to use its reasonable efforts to furnish such information to such other party, at the cost and expense of the party being furnished such information.

Section 5.3. Tax Matters.

(a) **Pre-Closing Covenants**. From the date of this Agreement until the Closing, without the prior written consent of Buyer, which shall not be unreasonably withheld, the Company shall not:

(i) make or change any election;

(ii) change an annual accounting period;

(iii) adopt or change any accounting method;

(iv) file any amended tax return;

(v) enter into any closing agreement with a tax authority;

(vi) settle any tax claim or assessment relating to the Company, intentionally surrender any right to claim a refund of taxes;

(vii) consent to any extension or waiver of the limitation period applicable to any tax claim or assessment relating to the Company,

if such matter described above would have the effect of increasing the tax liability of the Company for any period ending after the Closing Date or decreasing any tax attribute of the Company existing on the Closing Date.

(b) **Responsibility for Filing Tax Returns**. Buyer shall prepare or cause to be prepared and file or cause to be filed all tax returns for the Company which are filed after the Closing Date.

(c) **Cooperation on Tax Matters**.

(i) Buyer, the Company and the Sellers' Representative shall cooperate fully, as and to the extent reasonably requested by the other parties (as applicable), in connection with the filing of tax returns pursuant to this Section 5.3 and any audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Company and the Sellers' Representative agree:

(A) to retain all books and records with respect to tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Buyer or the Sellers' Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority; and

(B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Company or the Sellers' Representative, as the case may be, shall allow the other party to make copies of such books and records.

(ii) Buyer and the Sellers further agree to use their reasonable efforts to lawfully mitigate, reduce or eliminate any tax that may be imposed (including with respect to the transactions contemplated herein) on the Company or the Sellers for any taxable period, *provided* that Buyer shall be under no obligation to do so if such action has the effect of increasing any tax liability of the Company for any post-Closing period.

(iii) Buyer and the sellers further agree, upon request, to provide each other with all information that either party may be required to report pursuant to Code Section 6043 or 6043(A), or any treasury regulations promulgated thereunder.

(d) **Transfer Taxes**. Buyer, on the one hand, and the Sellers, on the other hand, shall each be responsible for, and shall indemnify the other against, 50% of the payment of all state and local transfer, sales, use, stamp, registration or other similar taxes resulting from the transactions contemplated by this Agreement.

(e) **Proration of Taxes**. In the case of taxes that are payable with respect to any taxable period that begins before and ends after the Closing Date, the portion of any such taxes that is attributable to the portion of the taxable period ending on the Closing Date shall be:

(i) in the case of taxes that are either based upon or related to income or receipts or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), deemed equal to the amount that would be payable if the taxable period of the Company (and each partnership in which the Company and its subsidiaries is a partner) ended with (and included) the Closing Date; *provided* that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each period; and

(ii) in the case of taxes that are imposed on a periodic basis with respect to the assets or capital of the Company, deemed to be the amount of such Taxes for the entire taxable period (or, in the case of such taxes determined on an arrears basis, the amount of such taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the portion of the period ending on and including the Closing Date and the denominator of which is the number of calendar days in the entire taxable period.

Section 5.4. Release and Termination. EFFECTIVE AS OF THE CLOSING, EACH SELLER HEREBY IRREVOCABLY, UNCONDITIONALLY AND FOREVER ACQUITS, RELEASES AND DISCHARGES THE COMPANY (BUT NOT BUYER, EXCEPT IN ITS CAPACITY AS A STOCKHOLDER OF THE COMPANY AFTER THE CLOSING) AND EACH OF ITS RESPECTIVE PAST, PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, ATTORNEYS, AGENTS, REPRESENTATIVES, PRINCIPALS, MEMBERS, PARTNERS, STOCKHOLDERS (BUT WITH RESPECT TO STOCKHOLDERS, ONLY FUTURE STOCKHOLDERS), SUCCESSORS, PREDECESSORS AND ASSIGNS (INDIVIDUALLY AND COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND ALL DEBTS, OBLIGATIONS, LOSSES, COSTS, PROMISES, COVENANTS, AGREEMENTS, CONTRACTS, ENDORSEMENTS, BONDS, CONTROVERSIES, SUITS, ACTIONS, CAUSES OF ACTION, RIGHTS, LIABILITIES, JUDGMENTS, SETTLEMENTS, CONTRIBUTIONS, ATTORNEYS' FEES, INTEREST, DAMAGES, PUNITIVE DAMAGES, EXPENSES, CLAIMS, POTENTIAL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR DEMANDS, IN LAW OR IN EQUITY, ASSERTED OR UNASSERTED, EXPRESS OR IMPLIED, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, KNOWN OR UNKNOWN, MATURED OR UNMATURED, CONTINGENT OR VESTED, LIQUIDATED OR UNLIQUIDATED, OF ANY KIND OR NATURE OR DESCRIPTION WHATSOEVER, FROM THE BEGINNING OF TIME TO THE CLOSING, THAT SELLER HAD, PRESENTLY HAS OR MAY HEREAFTER HAVE OR CLAIM OR ASSERT TO HAVE AGAINST ANY OF THE RELEASED PARTIES, EXCEPT (1) FOR RIGHTS UNDER THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS AND (2) WITH RESPECT TO ANY SELLER THAT IS A DIRECTOR OR OFFICER OF THE COMPANY, RIGHTS FOR INDEMNIFICATION UNDER APPLICABLE LAW, THE COMPANY'S

ORGANIZATIONAL DOCUMENTS OR THE COMPANY'S DIRECTORS AND OFFICERS INSURANCE POLICIES. THIS RELEASE IS INTENDED TO BE COMPLETE, GLOBAL AND ALL ENCOMPASSING AND SPECIFICALLY INCLUDES CLAIMS THAT ARE KNOWN, UNKNOWN, FIXED, CONTINGENT OR CONDITIONAL.

Section 5.5. **Use of Name**.

Each Seller hereby agrees that from and after the Closing Date, neither such Seller nor any of its affiliates will have any rights to directly or indirectly use, or otherwise exploit any of the Marks, alone or in combination with any other word, or any derivations thereof that would reasonably be expected to be confused therewith or any service marks, trademarks, trade names, identifying symbols, logos, emblems, signs or insignia confusingly similar thereto.

Section 5.6. **Governmental Consents**.

(a) Except for the filings and notifications made pursuant to the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended (the "***HSR Act***"), the Sherman Antitrust Act of 1890, as amended, the Clayton Act of 1914, as amended, and the Federal Trade Commission Act of 1914, as amended (collectively, the "***US Antitrust Laws***"), to which Section 5.6(b), and not this Section 5.6(a), will apply, promptly following the execution of this Agreement, the parties will proceed to prepare and file with the appropriate government authorities such registrations, requests, reports, declarations, filings, Permits and notices that are necessary in order to consummate the transactions contemplated by the Transaction Documents and will diligently and expeditiously prosecute, and will cooperate fully with each other in the prosecution of, such matters.

(b) If required by applicable Law, promptly following the execution of this Agreement, but in no event later than 10 business days following the date of this Agreement, the parties will file, or cause to be filed by their respective "*ultimate parent entities*," with the United States Federal Trade Commission (the "***FTC***") and the United States Department of Justice (the "***DOJ***") the notifications and accompanying information (if any) required to be filed under the HSR Act with respect to the transactions contemplated in this Agreement and the other Transaction Documents. Each party will also prepare and file with the FTC and the DOJ such additional information as may be required in connection with clearances under the HSR Act, and will diligently and expeditiously prosecute the same. The Company and Buyer will furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of any filing or submission which is necessary under the HSR Act or any other applicable Law, and will cooperate with each other in the prosecution of all registrations, requests, reports, declarations, filings, Permits and notices thereunder. The Company and Buyer will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, the FTC, DOJ or any other governmental authority.

(c) From the date of this Agreement through the date of termination of the required waiting period under the HSR Act, the parties to this Agreement will not take any action that could reasonably be expected to hinder or delay the obtaining clearance or the expiration of the required waiting period under the HSR Act or any other applicable Law. The parties to this

Agreement agree to cooperate with each other in obtaining of clearance or the expiration of the required waiting period under the HSR Act or any other applicable Law. Notwithstanding anything to contrary contained herein, none of the parties hereto will be required to:

(i) sell or otherwise dispose of, or hold separate and agree to sell or otherwise dispose of, assets, categories of assets or businesses of the Company, Buyer or any of their respective affiliates;

(ii) terminate such existing relationships and contractual rights and obligations of the Company, Buyer or any of their respective affiliates;

(iii) terminate any relevant venture or other arrangement; or

(iv) effectuate any other change or restructuring of the Company, Buyer or any of their respective affiliates (or, in each case, to enter into agreements or stipulate to the entry of an order or decree with the FTC, DOJ or other governmental authority).

Section 5.7. Consents and Notices.

(a) After the date of this Agreement and prior to the Closing, the Company and each Seller will use commercially reasonable efforts to provide all notices and obtain each waiver, consent, Permit or Order required to be obtained, whether under any oral or written agreement or arrangement or otherwise, in connection with the execution, delivery or performance of this Agreement or any other Transaction Document by the Company or any Seller or the consummation of the transactions contemplated hereby or thereby or for preventing the termination of any right, privilege, Permit, certificate, agreement or arrangement of the Company upon the consummation of the transactions contemplated hereby or thereby, including those set forth on Schedule 3.7.

(b) The Sellers and the Company shall give prompt notice to Buyer of:

(i) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which would be likely to cause any representation or warranty made by such Seller or the Company in Article III to be untrue or inaccurate at or prior to the Closing; or

(ii) any failure of the Company or such Seller to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder prior to the Closing.

Section 5.8. Instructions Regarding Payments from Escrow Account.

In the event that a party is entitled to receive payment or distribution under the Escrow Agreement, or any interest or earnings on any of such amounts held thereunder, the applicable parties shall execute such documents and instructions, including joint instructions to the Escrow Agent, as necessary to authorize or effect such payment or distribution.

Section 5.9. Employee and Benefit Matters.

(a) With the exception of those Company Workers identified in writing by Buyer to Sellers' Representative prior to Closing, all Company Workers employed or co-employed by the Company as of the Closing Date shall remain employed (or co-employed, as applicable) by the Company, Buyer or an affiliate of Buyer immediately following the Closing (each such Company Worker, a "***Retained Employee***") at the base salary or wage rate that applies to such Retained Employee prior to the Closing. Nothing in this Agreement is intended to, or shall be interpreted to require, the Company, Buyer or any affiliate of Buyer to continue the employment of any Retained Employee for any period of time following the Closing Date. Further, nothing contained in this Agreement is intended to, or shall be interpreted to, prevent the Company, Buyer or any affiliate of Buyer from making future changes in the terms and conditions of employment (including the compensation) of any Retained Employee.

(b) If any portion of the payments and benefits to be provided to a director of the Company or a Company Worker in connection with the transactions contemplated by this Agreement will constitute a "parachute payment" under Section 280G of the Code, then, subject to the prior review and approval of Buyer, the Company shall seek shareholder approval of such payments in a manner that satisfies the requirements of Section 280G(b)(5) of the Code. On or before the date that is five business days before the Closing Date, the Company shall provide to Buyer an original, fully executed copy of all shareholder consents, if any, obtained pursuant to the provisions of this paragraph.

(c) Nothing in this Agreement shall constitute an amendment to, or be construed as amending, any benefit plan, program or agreement sponsored, maintained or contributed to by the Company, Buyer or any of their respective affiliates.

Section 5.10. No Transfer, Exercise or Conversion.

After the date of this Agreement, no Seller shall:

(a) convey, assign or otherwise transfer any, or interest in any, Shares, Warrants of Options (except in connection with the consummation of the transactions contemplated by this Agreement); or

(b) exercise any Option or Warrant.

Section 5.11. Joinder.

Promptly following the date of this Agreement, the Company and the Sellers shall cause the Persons identified on Schedule 5.11 to execute a Joinder Agreement, substantially in the form of Exhibit E attached hereto, which will provide that upon execution thereof, such Person is a Seller for all purposes of this Agreement.

Section 5.12. Conversion of Preferred Stock; Stockholders Agreement.

(a) Each holder of Class A Preferred Stock and Class B Preferred Stock hereby agrees that as of immediately prior to, and contingent upon the occurrence of, the Closing, all

shares of Class A Preferred Stock and Class B Preferred Stock held by such holder shall be converted into shares of Common Stock in accordance with Article 4, Section 4.4A(ii) of the Company's certificate of incorporation.

(b) The Company shall provide the notice required by Section 10(a) of the Stockholders Agreement that the Transaction Documents are an Approved Sale pursuant to the Stockholders Agreement to all Stockholders who did not sign the Written Consent.

Section 5.13. Further Assurances.

Each party hereto shall, at its own cost and expense, at any time and from time to time after the Closing Date, upon reasonable request, use its commercially reasonable efforts to:

(a) do, execute, acknowledge and deliver, and cause to be done, executed, acknowledged and delivered, all such further acts, transfers or assignments as may be required to consummate the transactions contemplated hereby in accordance with the terms hereof and

(b) take such other actions as may be reasonably required in order to carry out the intent of this Agreement;

provided that in no event shall any party hereto be required to take any action which increases in any way the liability of such party or which, in the opinion of its counsel, is unlawful or would or could constitute a violation of any Law or require any additional approval of any governmental authority.

ARTICLE VI

CONDITIONS TO THE CLOSING

Section 6.1. Conditions to Obligations of the Sellers.

The obligations of the Sellers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment by Buyer, at or prior to the Closing, of each of the following conditions (unless waived in writing by the Sellers' Representative):

(a) **Closing Deliveries**. The Sellers' Representative shall have received the closing deliveries of Buyer set forth in Section 2.4(a).

(b) **Accuracy of Representations and Warranties**. The representations and warranties of Buyer contained in Article IV will be true and correct in all respects as of the Closing, other than such representations and warranties as are expressly made as of another date, which will be true and correct in all respects as of such date.

(c) **Compliance with Covenants**. All covenants contained in this Agreement to be complied with by Buyer on or before the Closing will have been complied with in all material respects.

(d) **No Adverse Order**. No foreign, U.S. or state governmental authority or other agency or commission or foreign, United States or state court of competent jurisdiction will have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions; *provided*, *however*, that the parties hereto will use their commercially reasonable efforts to have any such Order vacated on or before the date of termination (such termination to occur as set forth in Article VIII).

(e) **HSR**. If required by applicable Law, all waiting periods specified under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 with respect to the transactions contemplated by this Agreement shall have lapsed or terminated.

(f) **Employee Incentive Plan**. Sellers' Representative shall have received evidence of Buyer's approval of a performance based $5,000,000 employee retention bonus plan.

Section 6.2. <u>Conditions to Obligations of Buyer</u>.

The obligations of Buyer to consummate the transactions contemplated by this Agreement will be subject to the fulfillment by the Sellers, at or prior to the Closing, of each of the following conditions (unless waived in writing by Buyer):

(a) **Closing Deliveries**. Buyer shall have received the closing deliveries of each Seller, the Sellers' Representative and the Company set forth in Section 2.4(a).

(b) **Accuracy of Representations and Warranties**. The representations and warranties of each Seller contained in:

(i) Sections 3.1 through 3.5 (inclusive) will be true and correct in all respects as of the Closing (other than such representations and warranties as are expressly made as of another date, which will be true and correct in all respects as of such date); and

(ii) Article III (other than the representations and warranties contained in Sections 3.1 through 3.5 (inclusive)) will be true and correct in all material respects as of the Closing, other than such representations and warranties as are expressly made as of another date, which will be true and correct in all material respects as of such date, and other than such representations and warranties which are qualified by materiality, which shall be true and correct in all respects.

(c) **Compliance with Covenants**. All covenants contained in this Agreement to be complied with by the Sellers and the Company on or before the Closing will have been complied with in all material respects.

(d) **No Adverse Order**. No foreign, United States or state governmental authority or other agency or commission or foreign, United States or state court of competent jurisdiction will have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) which is in effect and has the effect of making any of the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of

such transactions; *provided*, *however*, that the parties hereto will use their best efforts to have any such Order vacated on or before the date of termination (such termination to occur as set forth in Article VIII).

(e) **No Litigation**. No suit, claim, cause of action, arbitration, investigation or other proceeding contesting, challenging or seeking to alter, enjoin or adversely affect the sale and purchase of the Shares or any other transaction contemplated hereby will be pending or, to the knowledge of any of the parties hereto, threatened.

(f) **Approvals and Consents**. The Sellers and the Company shall have delivered to Buyer evidence satisfactory in form and substance to Buyer of the provision of all notices and the obtainment of all waivers, consents, Permits and Orders set forth in Schedule 3.7.

(g) **HSR**. If required by applicable Law, all waiting periods specified under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 with respect to the transactions contemplated by this Agreement shall have lapsed or terminated.

(h) **Resignations**. Buyer shall have received executed resignations of each of the directors of the Company as of the Closing and the officers of the Company reasonably requested by Buyer, substantially in the form attached hereto as Exhibit C.

(i) **Amendment to License Agreement**. Buyer shall have received a fully executed copy of the amendment to the Calnetix License Agreement, acceptable in form and substance to Buyer.

(j) **Services Agreement**. Buyer shall have received a fully executed copy of a services agreement between the Company and Calnetix, Inc., substantially in the form attached as Exhibit D hereto.

(k) **Good Standing Certificate**. Buyer shall have received a good standing certificate from the Company, issued by the Secretary of State for the State of Delaware, and a certificate of foreign qualification and good standing (as applicable) for the Company from the appropriate public official for each state in which the Company conducts business, each dated as of a recent date relative to the Closing.

(l) **Joinder Agreements**. Buyer shall have received executed joinder agreements from each of the Persons set forth in Schedule 5.11, substantially in the form attached as Exhibit E hereto.

(m) **Other Documents**. Buyer shall have received all other documents reasonably requested by Buyer to be delivered by any Seller or the Company in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Loss Defined; Indemnities.

For purposes of this Article VII, the term "***Loss***" will mean and include any and all liability, loss, diminution in value, damage, claim, expense, cost, expense, fine, fee, penalty, breach, legal fee, disbursement, obligation or injury resulting from any and all claims, actions, suits, demands, assessments, investigations, judgments, awards, arbitrations, audits, administrative orders or other proceedings; *provided* that Loss shall not include an Excluded Loss. For purposes of this Article VII, the term "***Excluded Loss***" shall mean any Loss incurred by a Buyer Indemnitee resulting exclusively from: (a) a counterclaim for patent infringement or other claims for damages as a result of the use of any of the Intellectual Property Assets by a third party in a Buyer Patent Infringement Suit; or (b) a claim for patent infringement or other claims for damages as a result of the use of any of the Intellectual Property Assets filed by a third party in a separate legal action that (i) would not have been filed by such third party but for a Buyer Patent Infringement Suit and (ii) is filed within 90 days of the date that Buyer files the Buyer Patent Infringement Suit described in subparagraph (b)(i) above. Sellers' Representative shall bear the burden of proving that a Loss is an Excluded Loss. As used in this Article VII, the term "***Buyer Indemnitees***" means Buyer and any present or future officer, director, employee, affiliate, stockholder or agent of Buyer and, after the Closing, the Company and any present or future officer, director, employee, affiliate, stockholder or agent of the Company as of immediately following the Closing; the term "***Seller Indemnitees***" means each Seller and, to the extent a Seller is not an individual, any present or future officer, director, employee, affiliate, stockholder or agent of each Seller.

Section 7.2. Indemnification by Sellers.

Subject to the other terms, conditions and limitations of this Agreement, the Sellers, jointly and severally, shall indemnify, defend and hold harmless each Buyer Indemnitee from and against any and all Losses suffered or incurred by any Buyer Indemnitee that arise out of, relate to or result from:

(a) unpaid taxes that are attributable to periods (or portions thereof) ending on or before the Closing Date, and that have not been accrued for purposes of calculating Net Working Capital in accordance with Section 2.3 other than as a result of elections made by the Company or actions taken by the Company that are inconsistent with past positions and practices of the Company, in each case where such election or action is made or taken on or after the Closing Date and not required by or to comply with Law;

(b) any breach of any Seller representation or warranty in Article III;

(c) the breach or violation of any covenant or obligation of the Company before Closing or any Seller under this Agreement;

(d) any non-compliance with applicable Laws relating to the employment of any Company Worker to the extent that such Loss arises from or relates to actions or events occurring prior to the Closing;

(e) any Transaction Costs, to the extent not paid prior to the Closing or accrued for purposes of calculating Net Working Capital in accordance with Section 2.3;

(f) any Pre-Closing Liabilities (the "***Seller Indemnified Liabilities***"); and

(g) the failure of any Person to deliver at the Closing for transfer to Buyer any certificates representing shares of outstanding capital stock of the Company or Warrants or Options and the election by Buyer (in its sole discretion) to waive any of the conditions to Closing set forth in Section 6.2 as a result of such failure, but only to the extent such Losses suffered by Buyer are in excess of the amounts Buyer would have been required to pay for such shares of outstanding capital stock of the Company or Warrants or Options pursuant to Section 2.4(b)(D) of this Agreement and such Losses were not otherwise included in the calculation of Transaction Costs.

Section 7.3. Indemnification by Buyer.

Subject to the other terms, conditions and limitations of this Agreement, Buyer shall indemnify, defend and hold harmless each Seller Indemnitee from and against any and all Losses suffered or incurred by any Seller Indemnitee that arise out of, relate to or result from:

(a) any breach of any Buyer representation or warranty in Article IV; and

(b) any breach or violation of any covenant or obligation in this Agreement of Buyer.

Section 7.4. Procedures for Indemnification.

As used herein, an "***Indemnified Party***" means a party seeking indemnification pursuant to Section 7.2 or Section 7.3 hereof, as applicable, and the term "***Indemnifying Party***" means the party who is obligated to provide indemnification under Section 7.2 or Section 7.3, as applicable. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any event, or any claim, action, suit, demand, assessment, investigation, arbitration or other proceeding by or in respect of a third party (a "***3rd Party Claim***") of which it has knowledge, for which such Indemnified Party is entitled to indemnification under this Article VII. In the case of a 3rd Party Claim, the Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any such 3rd Party Claim at its own expense (and the Indemnified Party may participate in such defense at its own expense); *provided*, *however*, that the Indemnifying Party will not have the right to so direct if the Indemnifying Party is a Seller and the estimated amount of Loss related to such 3rd Party Claim exceeds the then remaining Escrowed Amount. The Indemnified Party will promptly provide the Indemnifying Party with access to the Indemnified Party's records and personnel relating to any such 3rd Party Claim during normal business hours and will otherwise cooperate with the Indemnifying Party in the defense or settlement of such 3rd Party Claim, and the Indemnifying Party will reimburse the Indemnified Party for all of its reasonable out of pocket costs and expenses paid to third parties. The Indemnified Party will not pay, or permit to be paid, any part of any claim or demand arising

from such 3rd Party Claim, unless the Indemnifying Party consents in writing to such payment (which consent will not be unreasonably withheld) or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnified Party is entered against the Indemnified Party for such liability. No such 3rd Party Claim may be settled by the Indemnifying Party without the written consent of the Indemnified Party, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages and does not seek to impose equitable relief. If the Indemnifying Party fails to defend or fails to prosecute or withdraws from such defense, then the Indemnified Party will have the right to undertake the defense or settlement thereof, and seek reimbursement hereunder. If the Indemnified Party assumes the defense of such 3rd Party Claim pursuant to this Section 7.4 and proposes to settle such claim prior to a final judgment thereon or to forgo appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such 3rd Party Claim. If the Indemnifying Party does not direct the defense or settlement of a 3rd Party Claim because of the proviso in the third sentence of this Section 7.4, the Indemnified Party will not settle such 3rd Party Claim without the written consent of the Indemnifying Party, which consent will not be unreasonably withheld. For purposes of this Section 7.4, the Sellers' Representative shall have the authority to act on behalf of the Sellers and Buyer shall be permitted to rely on the actions of the Sellers' Representative and to serve notice to the Sellers' Representative rather than the Sellers.

Section 7.5. Escrow.

(a) The Escrow Agreement will provide for the Escrow Agent thereunder to hold the Escrowed Amount as security for the payment of any claims for Losses to which Buyer Indemnitees are entitled pursuant to Section 2.3(d), Section 5.3, Section 7.2 and Section 9.14, in accordance with the terms of this Section 7.5 and subject to any limitations on claims set forth in this Article VII. Any claims for Losses pursuant to the preceding sentence shall be satisfied out of the amounts held in the Escrow Account generally regardless as to whether any individual Seller or all of the Sellers are obligated to make any such payment.

(b) On the first anniversary of the Closing Date, all then remaining amounts held in the Escrow Account that exceed Six Million Dollars ($6,000,000), if any, shall be distributed to the Sellers in accordance with their individual Escrow Percentage, except the aggregate amount of then outstanding claims for Losses made by Buyer Indemnitees that have not been resolved and satisfied (if applicable) shall remain in the Escrow Account until such claims have been resolved and satisfied, and thereafter all remaining amounts that exceed Six Million Dollars ($6,000,000) shall be distributed to the Sellers in accordance with their individual Escrow Percentage.

(c) On the third anniversary of the Closing Date, all then remaining amounts held in the Escrow Account, including interest and earnings thereon, shall be distributed to the Sellers in accordance with their individual Escrow Percentage, except the aggregate amount of then outstanding claims for Losses by Buyer Indemnitees that have not been resolved and satisfied (if applicable) shall remain in the Escrow Account until such claims have been resolved and satisfied, and thereafter all remaining amounts shall be distributed to the Sellers in accordance with each Seller's Escrow Percentage.

(d) To the extent that the Sellers do not reimburse any Buyer Indemnitee within five business days after notice from Buyer Indemnitee for any amounts to which such Buyer is entitled pursuant to Section 2.3(d), Section 5.3, Section 7.2 and Section 9.14, then such Buyer Indemnitee shall be entitled at any time and from time to time, to deliver to the Escrow Agent written notice (a "***Escrow Claim Notice***") instructing the Escrow Agent to deliver to such Buyer Indemnitee such portion of the Escrowed Amount as shall satisfy its claim for the amount owed by the Sellers to Buyer Indemnitee (a "***Escrow Claim***"), which notice shall specify with particularity the nature and amount of the Escrow Claim, including the provision of this Agreement entitling such Buyer Indemnitee to such Escrow Claim. Any such Escrow Claim Notice provided by Buyer Indemnitee to the Escrow Agent shall also be simultaneously provided to the Sellers' Representative. The Sellers' Representative may within 10 business days after receiving an Escrow Claim Notice give written notice to Buyer Indemnitee and the Escrow Agent of any objection thereto (the "***Objection Notice***"), which notice shall specify with particularity the nature and basis for the Sellers' objection. In the event that the Sellers' Representative fails to timely deliver an Objection Notice, then Buyer and the Sellers' Representative shall direct the Escrow Agent to disburse to Buyer Indemnitee such portion of the Escrowed Amount as shall satisfy such Escrow Claim set forth in such Escrow Claim Notice. If the Sellers' Representative timely delivers an Objection Notice, then Buyer and the Sellers' Representative shall promptly, and in any event within 30 business days after Buyer Indemnitee's receipt of the Objection Notice, meet to attempt to resolve any disputes with respect thereto. If Buyer and the Sellers' Representative are unable to resolve a dispute, such dispute shall be resolved in accordance with the provisions set forth in Section 9.12. Except as otherwise provided in this Section 7.5, disbursements of the Escrowed Amount shall be governed by the Escrow Agreement. All fees, costs and expenses of the Escrow Agent with respect to the Escrow Agreement shall be paid 50% by Sellers from the Escrowed Amount and 50% by Buyer.

Section 7.6. Survival Limitation.

(a) All representations and warranties made by each party in this Agreement and in the disclosure schedules attached hereto and the other documents contemplated hereby shall survive the Closing Date for a period of one year; except for:

(i) the representations and warranties in Section 3.20 (Taxes) and Section 3.23 (Employee Benefit Plans), which shall survive until the expiration of the applicable statute of limitations;

(ii) the representations and warranties in Section 3.21 (Intellectual Property), which shall survive the Closing Date for a period of four years; and

(iii) the representations and warranties in Section 3.1 (Incorporation; Existence; Good Standing; Power and Authority; Qualification), Section 3.2 (Due Execution; Binding Obligation), Section 3.3 (Certificate of Incorporation, Bylaws and Minutes), Section 3.4 (Capitalization; Sellers' Ownership of Shares) and Section 3.5 (No Conflict), which shall survive indefinitely.

(b) Any claims for indemnification for breach of any representations or warranties under this Agreement, the disclosure schedules and the other documents contemplated hereby

must be asserted within the applicable survival period for such representation and warranty set forth in this Section 7.6. The covenants and agreements of each party hereto contained in this Agreement shall survive for the relevant statute of limitations period, unless a different period is expressly provided for herein. Any claim asserted in writing prior to the expiration of the applicable survival period shall survive (but only with respect to such claim) until such claim is resolved and payment in respect thereof, if any is owing, is made.

Section 7.7. Limitations on Indemnification and Payment of Damages.

(a) Buyer shall not make a claim (other than for taxes, Transaction Costs or pursuant to Section 7.2(g)) under Section 7.2 hereof until the aggregate amount of indemnifiable Losses to Buyer Indemnitees exceeds $750,000.

(b) The Sellers shall not make a claim under Section 7.3 hereof until the aggregate amount of indemnifiable Losses to Seller Indemnitees exceeds $750,000.

Section 7.8. Cap.

Notwithstanding anything to the contrary in this Article VII, in no event shall the Company prior to Closing or the Sellers after the Closing be required to make aggregate payments in respect of Seller Indemnified Liabilities arising out of Section 7.2(b) (other than pursuant to a breach of a representation or warranty contained in Section 3.1 through Section 3.5 (inclusive)) and Section 7.2(f) in excess of Eight Million Dollars ($8,000,000) (the "***Cap***"); *provided, however*, that the aggregate payments in respect of Seller Indemnified Liabilities arising out of claims under Section 7.2(b) (other than pursuant to a breach of a representation or warranty contained in Section 3.1 through Section 3.5 (inclusive)) and Section 7.2(f) that are first asserted in writing after the first anniversary of the Closing Date shall not exceed the lesser of

(i) Six Million Dollars ($6,000,000); and

(ii) the amount equal to

(A) the Cap MINUS

(B) any payments made in respect of Seller Indemnified Liabilities arising out of Section 7.2(b) (other than pursuant to a breach of a representation or warranty contained in Section 3.1 through Section 3.5 (inclusive)) and Section 7.2(f) that were first asserted in writing on or before the Closing Date.

In no event shall any Seller be liable to make any payments in respect of Seller Indemnified Liabilities in excess of the share of the Purchase Price received, directly or indirectly, by such Seller.

Section 7.9. Exclusive Remedy.

In the absence of fraud or criminal conduct, the indemnification provisions in this Article VII will be the sole and exclusive remedy and recourse for any breach of this Agreement by Buyer or the Sellers, except as expressly provided herein (including in Section 9.15 and the following sentence). In addition, in the event of a breach or threatened breach by any Seller of any of the provisions of Section 5.5 (Use of Name) and Section 9.13 (Confidentiality and Publicity), Buyer shall be entitled to immediate injunctive relief, as the Sellers acknowledge and agree that any such breach would cause the Buyer irreparable injury for which they would have no adequate remedy at law.

Section 7.10. Characterization of Indemnification Payments.

Unless otherwise required by law, all payments made pursuant to this Article VII shall be treated for all tax purposes as adjustments to the Purchase Price. To the extent any such payment is not treated as a non-taxable adjustment to the Purchase Price by any taxing authority, the Sellers or Buyer (as applicable) shall make such payment on an after-tax basis so that the amount of any such payment is increased to adjust for any taxes imposed on Buyer or the Sellers (as applicable) as a result of receiving such payment.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.1. Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Sellers' Representative and Buyer;

(b) by either the Sellers' Representative or Buyer on or after October 31, 2009 if any condition to the Closing set forth in Section 6.1 or Section 6.2 has not then been satisfied or waived, unless:

(i) such date is mutually extended by the written agreement of the Company and Buyer or

(ii) the reasons for the failure of such condition to be satisfied is the failure or delay on the part of the party attempting to terminate this Agreement (including for purposes of the Sellers' Representative attempting to terminate, any failure or delay on the part of any Seller) pursuant to this Section 8.1(b) to comply with or perform its covenants or obligations as set forth in this Agreement or any other Transaction Document;

(c) by either the Sellers' Representative or Buyer if a governmental authority, administrative agency or court of competent jurisdiction shall have issued any Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such Order shall have become final and nonappealable; *provided*, *however*, that the party seeking to terminate this Agreement pursuant to this clause (c) shall have complied with Section 5.6 (Governmental Consents) and, with respect to other matters not covered by Section 5.6, shall have used its commercially reasonable efforts to remove such Order;

(d) by Buyer, if any of the conditions set forth in Section 6.2 above have not been complied with or performed in any respect and such non-compliance or non-performance is not cured or eliminated (or by its nature cannot be cured or eliminated) by Sellers on or before the Closing Date; and

(e) by the Sellers' Representative, if any of the conditions set forth in Section 6.1 above have not been complied with or performed in any respect and such non-compliance or non-performance is not cured or eliminated (or by its nature cannot be cured or eliminated) by Buyer on or before the Closing Date.

Section 8.2. Effect of Termination.

In the event of termination in accordance with Section 8.1 hereof, this Agreement will forthwith become void and there will be no liability on the part of any party hereto, though no party will be absolved of any liability for any willful and intentional breach of this Agreement as a result of the termination of this Agreement.

Section 8.3. Waiver.

At any time prior to the Closing, Buyer or the Sellers may:

(a) extend the time for the performance of any of the obligations or other acts of the other party hereto;

(b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto; or

(c) waive compliance for the other party with any of the agreements or conditions contained herein;

provided, *however*, that any such waiver shall not in any way affect or serve as a waiver of any right such party may have to indemnification related to any such inaccuracies pursuant to Article VII. Any such extension or waiver will be valid if set forth in an instrument in writing signed by the party to be bound thereby.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Expenses.

All costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses, whether or not the Closing has occurred.

Section 9.2. Notices.

All notices, requests, claims, demands and other communications hereunder will be in writing and will be given or made (and will be deemed to have been duly given or made upon receipt) by delivery in person, by courier service or by registered or certified mail (postage prepaid, return receipt requested) to the parties hereto at the following addresses (or at such other address for a party as will be specified by like notice):

(a) if to the Sellers:

Before the Closing, to the Company:
Direct Drive Systems
12880 Moore Street
Cerritos, CA 90703
Attn: Michael Dyar

with a copy to:

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Attn: Gene T. Barton, Jr., Esq.

After the Closing, to the Sellers' Representative

Vatche Artinian
c/o Direct Drive Systems
12880 Moore Street
Cerritos, CA 90703

(b) if to Buyer:

FMC Technologies, Inc.
Attn: General Counsel
1803 Gears Road
Houston, Texas 77067

with a copy to:

FMC Technologies, Inc.
Attn: Chief Financial Officer
1803 Gears Road
Houston, Texas 770067

Section 9.3. Certain Interpretative Matters.

All references in this Agreement to Annexes, Exhibits, Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Annexes, Exhibits, Schedules, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Article," "this Section" and "this subsection" and words of similar import refer only to the Article, Section or subsection hereof in which such words occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including, without limitation." Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

Section 9.4. Severability.

If any term or other provision of this Agreement is held invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.5. Entire Agreement.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings with respect to the subject matter hereof, both written and oral.

Section 9.6. Assignment.

This Agreement shall not be assigned by either party hereto without the prior written consent of the non-assigning party; *provided*, *however*, that Buyer may assign all or a portion of its rights and obligations hereunder to any Person that directly or indirectly controls, is controlled by, or is under common control with, Buyer, provided such Person agrees in writing to be bound by all of Buyer's obligations under this Agreement.

Section 9.7. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for the indemnification rights of the Buyer Indemnitees and Seller Indemnitees under Article VII hereof.

Section 9.8. Amendment; Waiver.

This Agreement may not be amended or modified except by an instrument in writing signed by Buyer and the Sellers' Representative. Waiver of any term or condition of this Agreement will only be effective if in writing and will not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 9.9. Governing Law.

This Agreement will be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed and performed entirely therein, without regard to the principles of choice of Law or conflicts or Law of any other jurisdiction.

Section 9.10. Counterparts.

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 9.11. Restriction on Disclosure of Agreement Terms.

No party hereto shall publicly disclose or announce the price being paid for the Company hereunder or the detailed terms and conditions of this Agreement (other than to such party's employees, directors or advisors with a need to know such information) without the other party's prior consent; *provided*, *however*, that notwithstanding the foregoing, a party may make such disclosures regarding this Agreement, as it determines with the advice of its legal counsel, are required under applicable Laws, Orders, inquiries or subpoenas of any court or governmental authority, and in that case such party will give the other parties prior notice of its intention to make such disclosure pursuant to this provision.

Section 9.12. Dispute Resolution.

In the event of any dispute or disagreement between any Seller and Buyer as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the parties hereto shall promptly meet in a good faith effort to resolve the dispute. Should such good faith effort fail to resolve the dispute and upon the written request of any Seller or Buyer, the dispute shall be referred to the level of President or Senior Vice President within each party's organization for decision. If the officers do not agree upon a decision within 30 days after reference of the matter to them, each of any Seller and Buyer shall be free to pursue and exercise any and all legal rights and remedies available to them. The parties hereto shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the courts of Wilmington, Delaware, which forum, the parties hereto specifically agree, is a proper and convenient dispute resolution forum.

Section 9.13. Confidentiality and Publicity.

All information related to this Agreement, the indicative offer letter dated August 6, 2009, and the transactions contemplated by this Agreement, as well as all other confidential and/or proprietary information relating to the Company, is hereinafter referred to as "***Confidential Information***." Except for disclosure (if any) required by any Law to which any party hereto may be subject, the parties hereto agree to hold all Confidential Information in confidence unless and until information governed by this Section 9.13 becomes publicly known (other than by disclosure in breach of this Section 9.13), in which case such information may be disclosed only to the extent such information has become publicly known. In the event that disclosure of Confidential Information is required by Law, the party required to disclose Confidential Information shall give the other parties reasonable advance notice and take such

reasonable actions as the other parties may propose to minimize the required disclosure. No press release or public announcement or comment in response to inquiry related to the transactions contemplated by this Agreement shall be issued or made by any party hereto without the consultation of the other parties hereto.

Section 9.14. Sellers' Representative.

Each Seller hereby appoints Vatche Artinian to serve as their exclusive representative and agent (the "***Sellers' Representative***") for all purposes related to and arising under this Agreement and the other Transaction Documents. Buyer may act, and shall be fully protected in acting, in reliance upon any and all acts and things done and performed by or agreements made by the Sellers' Representative with respect to the foregoing described matters on behalf of the Sellers as fully and effectively as though each had done, performed, made or executed the same. Each Seller shall jointly and severally indemnify Buyer for claims arising out of or related to Buyer's reliance pursuant to this Section 9.14.

Section 9.15. Specific Performance.

Each Seller and the Company and the Sellers' Representative acknowledges and agrees that Buyer would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Seller and the Company and the Sellers' Representative agrees that Buyer shall be entitled, subject to compliance with Section 9.12, to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any State thereof having jurisdiction over the parties hereto and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

Section 9.16. Fraud.

Notwithstanding any provision in this Agreement to the contrary, the liability of any party hereto for fraud shall not be limited as set forth in this Agreement.

[***Signature pages follow***]

IN WITNESS WHEREOF, each Seller, the Company, Buyer and Sellers' Representative have executed or caused this Agreement to be executed by their respective duly authorized representatives as of the Closing Date.

"COMPANY"

DIRECT DRIVE SYSTEMS, INC.

By: ________________________
Name: ________________________
Title: ________________________

"BUYER"

FMC TECHNOLOGIES, INC.

By: ________________________
Name: ________________________
Title: ________________________

"SELLERS' REPRESENTATIVE"

____
Vatche Artinian

the "SELLERS"

CALNETIX HOLDING COMPANY I, LLC

By: ________________________
Name: ________________________
Title: ________________________

COOPER CAPITAL DDS, LP

By: ________________________
Name: ________________________
Title: ________________________

COOPER CAPITAL PARTNERS II, LP

By: ________________________
Name: ________________________
Title: ________________________

P/S BI NEW ENERGY SOLUTIONS (BANKINVEST)

By: ________________________
Name: ________________________
Title: ________________________

CABAYAN FAMILY TRUST

By: ________________________
Name: ________________________
Title: ________________________

DDS INVESTORS, LLC

By: ________________________
Name: ________________________
Title: ________________________

KAWASAKI HEAVY INDUSTRIES LIMITED

By: ____________________
Name: ____________________
Title: ____________________

ENERGY VENTURES III, LP

By: ____________________
Name: ____________________
Title: ____________________

VA LIMITED, LLC

By: ____________________
Name: ____________________
Title: ____________________

KRISTEN FREY

____

VATCHE ARTINIAN

____

PIERRE GHAYAD

____

MICHAEL BAKER

____

DANIEL SABAN

____

ALBERT NELSON

____

RAED BKAYRAT

____

HENRY TOWERS

____

HERMAN ARTINIAN

____

VENKATESHWARAN KRISHNAN	**CASSANDRA BAILEY**
_____________________________	_____________________________
EVEN BAKKE	**DENNIS STROUSE**
_____________________________	_____________________________
PAULO GUEDES PINTO	**RICHARD FROGGE**
_____________________________	_____________________________
KEVIN MCGLENSEY	**MICHAEL DYAR**
_____________________________	_____________________________
HONGYIH CHEN	**JOHN H. KIKOSKI**
_____________________________	_____________________________

IN WITNESS WHEREOF, each Seller, the Company, Buyer and Sellers' Representative have executed or caused this Agreement to be executed by their respective duly authorized representatives as of the Closing Date.

CABAYAN FAMILY TRUST

By: ____
Name: ____
Title: ____

THE 2009 KATIA CABAYAN GRANTOR RETAINED ANNUITY TRUST

By: ____
Katia Cabayan
Trustee

THE 2009 VATCHE CABAYAN GRANTOR RETAINED ANNUITY TRUST

By: ____
Vatche Cabayan
Trustee

Signature Page to
Purchase Agreement

EXHIBIT A
DEFINED TERMS

"***3rd Party Claim***" has the meaning set forth in Section 7.4.

"***2006 Plan***" has the meaning set forth in Section 3.4(a).

"***Accountants***" has the meaning set forth in Section 2.3(b).

"***Acquired Company***" has the meaning set forth in Section 3.21(a).

"***Agreement***" has the meaning set forth in the Preamble.

"***Balance Sheet***" has the meaning set forth in Section 3.8(a).

"***Base Purchase Price***" has the meaning set forth in Section 2.1(b).

"***Buyer***" has the meaning set forth in the Preamble.

"***Buyer Indemnitees***" has the meaning set forth in Section 7.1.

"***Buyer Patent Infringement Suit***" means a patent infringement action in which Buyer as patentee asserts a claim for patent infringement for one or more of the Patents assigned to the Company prior to the Closing.

"***Calnetix License Agreement***" means that certain Amended and Restated Intellectual Property License Agreement" between Calnetix, Inc. and Direct Drive Systems, Inc. having an effective date of January 16, 2008.

"***Cap***" has the meaning set forth in Section 7.8.

"***Class A Preferred Stock***" has the meaning set forth in Section 3.4(a).

"***Class B Preferred Stock***" has the meaning set forth in Section 3.4(a).

"***Closing***" has the meaning set forth in Section 2.2.

"***Closing Date***" has the meaning set forth in Section 2.2.

"***Closing Date Net Working Capital***" has the meaning set forth in Section 2.3(b).

"***Code***" has the meaning set forth in Section 3.23(a).

"***Common Stock***" has the meaning set forth in Section 3.4(a).

"***Company***" has the meaning set forth in the Preamble.

"***Company Workers***" has the meaning set forth in Section 3.22(b).

“***Confidential Information***” has the meaning set forth in Section 9.13.

“***Convertible Debt***” has the meaning set forth in Section 3.4(c).

“***Copyrights***” has the meaning set forth in Section 3.21(a)(iii).

“***Current Assets***” means all inventory, including raw materials, work-in-progress, and finished goods, all receivables, including trade & non-trade receivables, any prepaid expenses, and other assets classified as current assets in accordance with GAAP, but excluding cash, cash equivalents and Restricted Cash.

“Current Liabilities” means advances and progress payments from customers, payables and other liabilities classified as current liabilities in accordance with GAAP and, without duplication, all indebtedness of the Company to the extent not repaid pursuant to Section 2.4(b)(i)(A), including that indebtedness set forth Schedule 2.4(a)(iii)(C).

“***Dispute Notice***” has the meaning set forth in Section 2.3(b).

“***DOJ***” has the meaning set forth in Section 5.6(b).

“***Effective Purchase Price Per Share***” has the meaning set forth in Section 2.4(b)(i)(D)(i).

“***ERISA***” has the meaning set forth in Section 3.23(a).

“***ERISA Affiliate***” has the meaning set forth in Section 3.23(a).

“***Escrow Agent***” has the meaning set forth in Section 2.4(b)(i)(B).

“***Escrow Agreement***” has the meaning set forth in Section 2.4(b)(i)(B).

“***Escrow Claim***” has the meaning set forth in Section 7.5.

“***Escrow Claim Notice***” has the meaning set forth in Section 7.5.

“***Escrow Percentage***” with respect to a Seller, means such Seller’s pro rata portion of the portion of the Base Purchase Price that is distributed to all Sellers at the Closing in accordance with Section 2.4(b).

“***Escrowed Amount***” has the meaning set forth in Section 2.4(b)(i)(B).

“***Excluded Loss***” has the meaning set forth in Section 7.1.

“***Financial Statements***” has the meaning set forth in Section 3.8(a).

“***FTC***” has the meaning set forth in Section 5.6(b).

“***GAAP***” means Unites States generally accepted accounting principles.

“***Holdback Amount***” has the meaning set forth in Section 2.4(b)(i)(C).

"***HSR Act***" has the meaning set forth in Section 5.6(a).

"***Indemnified Party***" has the meaning set forth in Section 7.4.

"***Indemnifying Party***" has the meaning set forth in Section 7.4.

"***Intellectual Property Assets***" has the meaning set forth in Section 3.21(a).

"***Knowledge of the Company***" means the actual and current knowledge of Kevin McGlensey, Dennis Strouse, Michael Dyar, Herman Artinian, Vatche Artinian, Co Huynn and Venkateshwaran Krishnan, and the knowledge such individuals would obtain after (a) a reasonable inquiry of the employees, advisors, agents and counsel of and service providers to the Company who are reasonably likely to have knowledge of the subject matter at issue and (b) a reasonable investigation of the Company's files that (i) are within the possession of, or reasonably obtainable by, such person and (ii) such person has actual knowledge of a reasonable likelihood of such files contain information pertinent to the subject matter at issue.

"***Law***" means any federal, state, local, municipal or other administrative order, constitution, law regulation or ordinance.

"***Loss***" has the meaning set forth in Section 7.1.

"***Marks***" has the meaning set forth in Section 3.21(a).

"***Material Contracts***" has the meaning set forth in Section 3.24(a).

"***Net Working Capital***" has the meaning set forth in Section 2.3(a).

"***Net Working Capital Difference***" has the meaning set forth in Section 2.3(d).

"***Net Working Capital Threshold***" has the meaning set forth in Section 2.3(a).

"***Objection Notice***" has the meaning set forth in Section 7.5.

"***Options***" has the meaning set forth in Section 3.4(c).

"***Order***" means any valid and binding order, judgment, injunction, award, decree, ruling, charge or writ of any governmental authority having necessary jurisdiction.

"***Patents***" has the meaning set forth in Section 3.21(a).

"***Permit***" means any franchise, license, permit, consent, approval or authorization of any governmental authority.

"***Person***" means an individual, corporation, partnership, limited liability company, joint venture, estate, trust, association or other governmental authority.

"***Plan***" has the meaning set forth in Section 3.23(a).

“***Pre-Closing Liabilities***” means any and all liabilities, whether accrued, absolute, contingent, matured, unmatured or otherwise, incurred by the Company resulting from its operation and business prior to the Closing, other than (i) liabilities set forth on the face of the Balance Sheet (rather than any notes thereto) or in the Disclosure Schedules and (ii) liabilities which have arisen after the date of the Balance Sheet in the ordinary course of business in a manner consistent with past practice.

“***Preferred Stock***” has the meaning set forth in Section 3.4(a).

“***Purchase Price***” has the meaning set forth in Section 2.1(b).

“***Purchased Assets***” means all of the assets, whether real, personal (tangible or intangible) or mixed, used or held for use by the Company in the conduct of its business.

“***Released Parties***” has the meaning set forth in Section 5.4.

“***Restricted Cash***” means One Hundred Seventy Eight Thousand Three Hundred and Eighty Three Dollars ($178,383) held in the Company’s bank account at Union Bank of California (CD) for purposes of supporting the Irrevocable Standby Letter of Credit in favor of SFERS Real Estate Corp, RR, as landlord, required by the Lease between the Company and SFERS Real Estate Corp, RR, effective September 1, 2009.

“***Retained Employee***” has the meaning set forth in Section 5.9(a).

“***Seller***” has the meaning set forth in the Preamble.

“***Seller Indemnified Liabilities***” has the meaning set forth in Section 7.2(f).

“***Seller Indemnitees***” has the meaning set forth in Section 7.1.

“***Sellers’ Representative***” has the meaning set forth in Section 9.14.

“***Shares***” has the meaning set forth in Section 3.4(a).

“***Stockholders Agreement***” means that certain Amended and Restated Stockholders Agreement dated as of January 17, 2008 between the Company and each of the Persons party thereto.

“***tax***” has the meaning set forth in Section 3.20(g).

“***Third Party IP***” has the meaning set forth in Section 3.21(i).

“***Trade Secrets***” has the meaning set forth in Section 3.21(a).

“***Transaction Costs***” means unpaid fees and expenses owed or to be owed by the Company or any Seller to their accountants, attorneys, brokers, financial advisors, consultants or other professionals and all other out-of-pocket costs or expenses (including filing fees, termination, change of control or breakage fees, costs of obtaining any consent, waiver, approval Order, Permit or authorization, transaction bonuses, including bonuses or other payments payable or payments made to the chief executive officer or other officers of the Company, or similar items),

in each case payable by the Company or any Seller in connection with the structuring, negotiation or consummation of the transactions contemplated by this Agreement and the other Transaction Documents; including any (a) "COC Termination Fee" (as defined in that certain Joint Development Agreement dated as of February 16, 2008 by and between the Company and Sulzer Pumps (UK) Ltd., or (b) other fees payable by the Company in connection with the consummation of the transactions contemplated by this Agreement (whether as a result of actions taken or a termination occurring before or after the Closing). Transaction Costs shall also include any Losses suffered or incurred by any Buyer Indemnitee on or prior to the Closing Date that arise out of, relate to or result from the failure of any Person to deliver at the Closing for transfer to Buyer any certificates representing shares of outstanding capital stock of the Company or Warrants or Options and the election by Buyer (in its sole discretion) to waive any of the conditions to Closing set forth in Section 6.2 as a result of such failure, but only to the extent such Losses suffered by Buyer are in excess of the amounts Buyer would have been required to pay for such shares of outstanding capital stock of the Company or Warrants or Options pursuant to Section 2.4(b)(D) of this Agreement and such Losses were not otherwise included in the calculation of Transaction Costs.

"***Transaction Documents***" means this Agreement and all agreements, arrangements, certificates and other documents to be entered into or delivered by any of the parties hereto pursuant to this Agreement or the transactions contemplated hereby.

"***US Antitrust Laws***" has the meaning set forth in Section 5.6(a).

"***Warrants***" has the meaning set forth in Section 3.4(c).

"***Written Consent***" has the meaning set forth in Section 3.1.

Exhibit 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Peter D. Kinnear, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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: November 3, 2009

/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 quarterly report on Form 10-Q 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: November 3, 2009

/s/ William H. Schumann, III

William H. Schumann, III
Executive Vice President and Chief Financial Officer
(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 Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended September 30, 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, as amended; 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: November 3, 2009

/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 and Chief Financial Officer of FMC Technologies, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended September 30, 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, as amended; 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: November 3, 2009

/s/ William H. Schumann, III

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