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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

November 19, 2004

FMC Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware

1-16489

36-4412642

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

1803 Gears Road, Houston, Texas

77067

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

281-591-4000

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On November 19, 2004, FMC Technologies, Inc. (the "Company") entered into amendments to its two existing five-year credit agreements with Bank of America, N.A., as Administrative Agent for the Lenders party to such agreements, in order to modify a covenant in each of those agreements that limits the Company's ability to make dividends, repurchase its securities and make other restricted payments. The amendments increased the permitted amount of such restricted payments that may be made during any twelve consecutive month period from an amount equal to 50% of the Company's Consolidated Net Income for such period to an amount equal to the greater of (i) 50% of the Company's Consolidated Net Income for such period or (ii) \$100,000,000. Bank of America, N.A. and certain of the other Lenders party to the credit agreements and their affiliates provide credit and other financial services to the Company.

Item 9.01. Financial Statements and Exhibits.

(a) Exhibits

4.13 Fifth Amendment to the \$250,000,000 Five-Year Credit Agreement

4.14 First Amendment to the \$250,000,000 Five-Year Credit Agreement

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SIGNATURES

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 hereunto duly authorized.

FMC Technologies, Inc.

January 5, 2005

By: *William H. Schumann, III*

Name: William H. Schumann, III

Title: Senior Vice President and Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4.13	Fifth Amendment to the \$250,000,000 Five-Year Credit Agreement
4.14	First Amendment to the \$250,000,000 Five-Year Credit Agreement

FIFTH AMENDMENT TO FIVE-YEAR CREDIT AGREEMENT

THIS AMENDMENT (herein so called) is entered into as of November 19, 2004 among **FMC TECHNOLOGIES, INC.**, a Delaware corporation ("**Borrower**"), the Lenders (herein so called) party to the Credit Agreement (hereinafter defined) and **BANK OF AMERICA, N.A.**, as Administrative Agent (as defined in the Credit Agreement) for the Lenders.

Borrower, the Lenders and the Administrative Agent are party to the Five-Year Credit Agreement dated as of April 26, 2001, as amended by that certain First Amendment to Five-Year Credit Agreement dated as of May 30, 2001, that certain Second Amendment to Five-Year Credit Agreement dated as of April 25, 2002, that certain Third Amendment to Five-Year Credit Agreement dated as of April 24, 2003, and that certain Fourth Amendment to Five-Year Credit Agreement dated as of April 8, 2004 (as amended, the "**Credit Agreement**"), and have agreed, upon the following terms and conditions, to further amend the Credit Agreement in certain respects. Accordingly, for valuable and acknowledged consideration, Borrower, the Lenders and the Administrative Agent agree as follows:

1. **Terms and References.** Unless otherwise stated in this Amendment, (a) terms defined in the Credit Agreement have the same meanings when used in this Amendment, and (b) references to "**Sections**", "**Articles**" and "**Exhibits**" are to the Credit Agreement's sections, articles and exhibits.

2. **Amendment.** *Section 7.06(c)* is amended in its entirety to read as follows:

“(c) the Borrower may declare and make Restricted Payments to its stockholders during any twelve consecutive month period in an aggregate amount not to exceed the greater of (i) 50% of its Consolidated Net Income in respect of such period or (ii) \$100,000,000; *provided* that no Default or Event of Default exists at the time of the declaration thereof or would result therefrom.”

3. **Conditions Precedent to Effectiveness.** This Amendment shall not be effective until the Administrative Agent receives (a) counterparts of this Amendment executed by Borrower, the Required Lenders and the Administrative Agent, (b) such evidence as the Administrative Agent may reasonably request to verify that the execution and delivery of this Amendment by Borrower has been duly authorized by all necessary corporate action and that the Principal Officer of Borrower executing this Amendment has the authority and capacity to do so, and (c) such other documents, instruments and certificates as the Administrative Agent may reasonably request.

4. **Representations.** Borrower represents and warrants to the Lenders that as of the date of this Amendment, (a) the representations and warranties contained in *Article V* are true and correct in all material respects *except* to the extent that such representations and warranties refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date, and (b) no Default or Event of Default has occurred and is continuing.

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

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

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

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

EXECUTED as of the date first stated above.

FMC TECHNOLOGIES, INC.

By: /s/ Joseph J. Meyer

Name: Joseph J. Meyer

Title: Director, Treasury Operations

EXECUTED as of the date first stated above.

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Ronald E. McKaig

Name: Ronald E.McKaig
Title: Senior Vice President

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

By: /s/ Ronald E. McKaig
Name: Ronald E.McKaig
Title: Senior Vice President

EXECUTED as of the date first stated above.

DnB NOR BANK ASA, as a Lender

By: /s/ Nils Fykse
Name: Nils Fykse
Title: Senior Vice President

By: /s/ Stig Kristiansen
Name: Stig Kristiansen
Title: Vice President

EXECUTED as of the date first stated above.

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

By: /s/ Ivan Rodriguez
Name: Ivan Rodriguez
Title: Vice President

By: /s/ Rebecca O. Morrow
Name: Rebecca O. Morrow
Title: Executive Director

EXECUTED as of the date first stated above.

**THE ROYAL BANK OF SCOTLAND PLC,
as a Lender**

By: /s/ Philippe Sandmeier
Name: Philippe Sandmeier
Title: Senior Vice President

EXECUTED as of the date first stated above.

**WESTLB AG (formerly known as Westdeutsche Landesbank Girozentrale), NEW YORK
BRANCH,
as a Lender**

By: /s/ Angelika Seifert
Name: Angelika Seifert
Title: Director

By: /s/ Walter T. Duffy III
Name: Walter T. Duffy III
Title: Director

EXECUTED as of the date first stated above.

MIZUHO CORPORATE BANK LTD., as a Lender

By:
Name:
Title:

EXECUTED as of the date first stated above.

DANSKE BANK A/S, as a Lender

By: /s/ Peter L. Hargraves
Name: Peter L. Hargraves
Title: Vice President

By: /s/ Kim Duch Nielsen
Name: Kim Duch Nielsen
Title: Vice President

EXECUTED as of the date first stated above.

WACHOVIA BANK, N.A., as a Lender

By: /s/ Sarah T. Warren
Name: Sarah T. Warren
Title: Director

EXECUTED as of the date first stated above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor-by-merger to Wells Fargo Bank Texas, National Association, as a Lender

By: /s/ Eric R. Hollingsworth
Name: Eric R. Hollingsworth
Title: Vice President

EXECUTED as of the date first stated above.

THE BANK OF NEW YORK, as a Lender

By: /s/ Mark O'Connor
Name: Mark O'Connor
Title: Vice President

EXECUTED as of the date first stated above.

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Kathleen D. Schurr
Name: Kathleen D. Schurr
Title: Vice President

EXECUTED as of the date first stated above.

CREDIT SUISSE FIRST BOSTON, acting through its New York Branch, as a Lender

By: /s/ Paul L. Colón
Name: Paul L. Colón
Title: Director

By: /s/ Vanessa Gomez
Name: Vanessa Gomez
Title: Associate

EXECUTED as of the date first stated above.

NATIONAL CITY BANK, as a Lender

By: /s/ Jon R. Hinard
Name: Jon R. Hinard
Title: Senior Vice President

EXECUTED as of the date first stated above.

BANCA NAZIONALE DEL LAVORO SPA,
as a Lender

By:
Name:
Title:

EXECUTED as of the date first stated above.

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ R. Michael Newton
Name: R. Michael Newton
Title: Vice President

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FIRST AMENDMENT TO FIVE-YEAR CREDIT AGREEMENT

THIS AMENDMENT (herein so called) is entered into as of November 19, 2004, among **FMC TECHNOLOGIES, INC.**, a Delaware corporation ("**Parent Borrower**"), the Lenders (herein so called) party to the Credit Agreement (hereinafter defined) and **BANK OF AMERICA, N.A.**, as Administrative Agent (as defined in the Credit Agreement) for the Lenders.

Parent Borrower, the Lenders and the Administrative Agent are party to the Five-Year Credit Agreement dated as of April 8, 2004 (the "**Credit Agreement**"), and have agreed, upon the following terms and conditions, to amend the Credit Agreement in certain respects. Accordingly, for valuable and acknowledged consideration, Parent Borrower, the Lenders and the Administrative Agent agree as follows:

1. **Terms and References.** Unless otherwise stated in this Amendment, (a) terms defined in the Credit Agreement have the same meanings when used in this Amendment, and (b) references to "**Sections**", "**Articles**" and "**Exhibits**" are to the Credit Agreement's sections, articles and exhibits.

2. **Amendment.** *Section 7.06(c)* of the Credit Agreement is amended in its entirety to read as follows:

“(c) the Parent Borrower may declare and make Restricted Payments during any twelve consecutive month period in an aggregate amount not to exceed the greater of (i) 50% of its Consolidated Net Income in respect of such period or (ii) \$100,000,000; provided that no Default or Event of Default exists at the time of the declaration thereof or would result therefrom.”

3. **Conditions Precedent to Effectiveness.** This Amendment shall not be effective until the Administrative Agent receives (a) counterparts of this Amendment executed by Parent Borrower, the Required Lenders and the Administrative Agent, and (b) such other documents, instruments and certificates as the Administrative Agent may reasonably request.

4. **Representations.** Parent Borrower represents and warrants to the Lenders that as of the date of this Amendment, (a) the representations and warranties contained in *Article V* are true and correct in all material respects *except* to the extent that such representations and warranties refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date, (b) no Default or Event of Default has occurred and is continuing and (c) the resolutions attached as *Exhibit C* to that certain Certificate of Assistant Secretary of Parent Borrower dated April 8, 2004, heretofore delivered to the Administrative Agent, have not been modified, amended or rescinded and remain in full force and effect.

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

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

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

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

EXECUTED as of the date first stated above.

FMC TECHNOLOGIES, INC.

By: /s/ Joseph J. Meyer

Name: Joseph J. Meyer

Title: Director, Treasury Operations

EXECUTED as of the date first stated above.

BANK OF AMERICA, N.A., as Administrative Agent

By:

/s/ Ronald E. McKaig

Name: Ronald E. McKaig

Title: Senior Vice President

EXECUTED as of the date first stated above.

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

By:

/s/ Ronald E. McKaig

Name: Ronald E. McKaig

Title: Senior Vice President

EXECUTED as of the date first stated above.

DnB NOR BANK ASA, as a Lender

By:

/s/ Nils Fykse

Name: Nils Fykse

Title: Senior Vice President

By:

/s/ Stig Kristiansen

Name: Stig Kristiansen

Title: Vice President

EXECUTED as of the date first stated above.

NATIONAL CITY BANK, as a Lender

By:

/s/ Jon R. Hinard

Name: Jon R. Hinard

Title: Senior Vice President

EXECUTED as of the date first stated above.

THE ROYAL BANK OF SCOTLAND PLC,
as a Lender

By:

/s/ Philippe Sandmeier

Name: Philippe Sandmeier

Title: Senior Vice President

EXECUTED as of the date first stated above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as a Lender

By:

/s/ Eric R. Hollingsworth

Name: Eric R. Hollingsworth

Title: Vice President

EXECUTED as of the date first stated above.

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

By:

Name:

Title:

EXECUTED as of the date first stated above.

DANSKE BANK A/S, as a Lender

By:

/s/ Peter L. Hargraves

Name: Peter L. Hargraves

Title: Vice President

By:

/s/ Kim Duch Nielsen

Name: Kim Duch Nielsen

Title: Vice President

EXECUTED as of the date first stated above.

MIZUHO CORPORATE BANK LTD., as a Lender

By:

Name:

Title:

EXECUTED as of the date first stated above.

THE NORTHERN TRUST COMPANY, as a Lender

By:

/s/ Kathleen D. Schurr

Name: Kathleen D. Schurr

Title: Vice President

EXECUTED as of the date first stated above.

WESTLB AG, NEW YORK BRANCH, as a Lender

By:

/s/ Angelika Seifert

Name: Angelika Seifert

Title: Director

By:

/s/ Walter T. Duffy III

Name: Walter T. Duffy III

Title: Director

EXECUTED as of the date first stated above.

BANK ONE, NA, as a Lender

By:

/s/ Jeanie C. Gonzalez
Name: Jeanie C. Gonzalez
Title: Director

EXECUTED as of the date first stated above.

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

By:

/s/ Eric Hurshman
Name: Eric Hurshman
Title: Executive Director

By:

/s/ Rebecca O. Morrow
Name: Rebecca O. Morrow
Title: Executive Director

EXECUTED as of the date first stated above.

ROYAL BANK OF CANADA, as a Lender

By:

/s/ Jason York
Name: Jason York
Title: Attorney-In-Fact

By:

Name:
Title:

EXECUTED as of the date first stated above.

WACHOVIA BANK, N.A., as a Lender

By:

/s/ Nathan R. Rantala
Name: Nathan R. Rantala
Title: Vice President

EXECUTED as of the date first stated above.

**BANCA NAZIONALE DEL LAVORO SPA,
as a Lender**

By:

Name:

Title:

EXECUTED as of the date first stated above.

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By:

/s/ R. Michael Newton

Name: R. Michael Newton

Title: Vice President

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