
Item 1.01 Entry into a Material Definitive Agreement.

Rights Agreement

The Rights Agreement, dated as of June 5, 2001, by and between FMC Technologies, Inc. and National City Bank, as Rights Agent, has been amended effective September 8, 2009 to increase the threshold that triggers shareholder rights under the Agreement from 15% to 20% for Qualified Institutional Investors. "Qualified Institutional Investor" is defined as a person described in Rule 13d-1(b)(1) under the Exchange Act of 1934 and eligible to report (and, if such person is the beneficial owner of greater than 5% of the common shares of the Company, does in fact report) beneficial ownership of common shares of the Company on Schedule 13G and such person (i) is not required to use Schedule 13D to report its beneficial ownership of common shares of the Company

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.

By: /s/ William H. Schumann, III
William H. Schumann, III
*Executive Vice President and Chief
Financial Officer*

Dated: September 11, 2009

AMENDMENT TO RIGHTS AGREEMENT

THIS AMENDMENT TO RIGHTS AGREEMENT, dated as of September 8, 2009, (this "Amendment"), by and between FMC Technologies (the "Company") and National City Bank (and any successors and assigns thereof), as Rights Agent (the "Rights Agent").

WHEREAS, the Company and Computershare Investor Services, the original Rights Agent, have heretofore executed and entered into the Rights Agreement dated as of June 5, 2001 (the "Rights Agreement"); and

WHEREAS, pursuant to Section 21 of the Rights Agreement, the Company gave notice to Computershare Investor Services of its selection of National City Bank as its "Rights Agent"; and

2. Amendment to Section 1(a) of the Rights Agreement. Section 1(a) of the Rights Agreement is hereby modified, amended and restated in its entirety as follows:

(a) "Acquiring Person" shall mean any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Common Shares of the Company then outstanding, but shall not include (i) the Company, (ii) any Subsidiary of the Company, (iii) any employee benefit plan of the Company or any Subsidiary of the Company, (iv) any entity holding Common Shares for or pursuant to the terms of any such plan, or (v) a Qualified Institutional Investor. Notwithstanding the foregoing, no Person shall become an "Acquiring Person" as the result of an acquisition of Common Shares by the Company which, by reducing the number of Common Shares of the Company outstanding, increases the proportionate number of Common Shares of the Company beneficially owned by such Person to 15% or more (or in the case of a Qualified Institutional Investor, 20% or more) of the Common Shares of the Company then outstanding; provided, however, that, if a Person shall become the Beneficial Owner of 15% or more (or in the case of a Qualified Institutional Investor, 20% or more) of the Common Shares of the Company then outstanding by reason of share purchases by the Company and shall, after such share purchases by the Company, become the Beneficial Owner of any additional Common Shares of the Company, then such Person shall be deemed to be an "Acquiring Person." Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph (a), has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Common Shares so that such Person would no longer be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph (a), then such Person shall not be deemed to be an "Acquiring Person" for any purposes of this Agreement.

3. Amendment to Exhibit B. Exhibit B to the Rights Agreement, being the form of Rights Certificate, is hereby modified and amended by (a) inserting in the third line of the first paragraph following the words "dated as of June 5, 2001" the words ", as amended on September 8, 2009" and (b) substituting the name "National City Bank (including any successors or assigns thereof)" for the name "Computershare Investor Services" in the sixth line of the first paragraph on page B-1 and in the signature block.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

Attest:

By: /s/ Elizabeth A. Cook
Name: Elizabeth A. Cook
Title: Assistant General Counsel

Attest:

By: /s/ Jennifer Peachman
Name: Jennifer Peachman
Title: Administrative Assistant

FMC Technologies, Inc.

By: /s/ Jeffrey W. Carr
Name: Jeffrey W. Carr
Title: Vice President, General Counsel And Secretary

**National City Bank
(as Rights Agent)**

By: /s/ Megan Gibson
Name: Megan Gibson
Title: Vice President