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ont-size: 8pt; color: White"> **Equity Incentive Plan Awards All Other All Other Estimated Future**
Payouts Under Number of Shares of Stock Option Grant Non-Equity Incentive Plan Awards(1) Stock or
Units(2) Awards: Awards: Exercise Date Fair Number of Number of or Base Value of Shares
of Securities Price of Stock and Stock
or Underlying Option Option Grant Threshold Target Maximum Threshold Target Maximum Units Options Awards A

Brondeau N/A 0 1,429,932 2,859,864 2/27/2017 19,945 39,890 79,780 2,673,827 2/27/2017 18,559
Graves N/A 0 418,321 836,641 2/27/2017 2,893 5,785 11,570 387,769 2/27/2017 5,047 290,859 2/
Douglas N/A 0 418,862 837,724 2/27/2017 2,435 4,869 9,738 326,369 2/27/2017 4,248 244,812 2/
Norris(3) N/A 0 204,737 409,474 2/27/2017 1,202 2,404 4,808 161,140 2/27/2017 2,097 120,850 2/
Utecht N/A 0 305,738 611,475 2/27/2017 1,934 3,868 7,736 259,272 2/27/2017 3,374 194,444 2/2

(1) The actual amount of the Annual Incentive paid to the NEO with respect to 2017 is stated in footnote (2) to Column (f) of the Summary Compensation Table. The annual incentive awards have possible payouts at any point from zero to the respective maximums shown; therefore, no threshold is given.

(2) For performance-based restricted stock units, which have a 2017-2019 performance period, a zero payout for each measurement period is possible, with the first payout for a measurement period thereafter equal to .5 times the target. The threshold shown represents .5 times the target, although such amount is not a guaranteed amount. Please see the narrative in the Compensation Discussion and Analysis for further explanation of the awards and how they are calculated.

(3) Mr. Norris' service with the Company ceased on October 31, 2017. See section heading "Eric Norris" under "Potential Payments Upon Termination or Change in Control" for an explanation of how his grants of plan-based awards were treated upon his termination.

Each of the awards contained in the Grants of Plan-Based Awards Table above are granted under the Incentive Compensation and Stock Plan, which is administered by the Compensation Committee, in accordance with principles set forth in the Compensation Discussion and Analysis. The Incentive Compensation and Stock Plan provides for annual, as well as long term incentive awards.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END TABLE 2017

Name (a)	Option Awards Number of Securities Underlying Unexercised Options Exercisable (#) (b)	Number of Securities Underlying Unexercised Options Unexercisable[1] (#) (c)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#) (d)	Option Exercise Price ($) (e)	Option Expiration Date (f)	Stock Awards Number of Shares or Units of Stock That Have Not Vested[2][3] (#) (g)	Market Value of Shares or Units of Stock That Have Not Vested ($) (h)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested[3] (#) (i)	Equit Incen Plan Awar Mark or Pa Value of Unear Share Units Other Rights That I Not Veste ($) (j)
Pierre Brondeau	72,992			28.64	2/18/2020	30,823	2,917,705		
	68,424			40.89	2/17/2021	31,100	2,943,926		
	73,524			47.60	2/16/2022	18,559	1,756,795		
	57,574			59.47	2/18/2023	57,962[4]	5,486,683		
	47,717			72.93	2/17/2024	71,070[5]	6,727,486	70,172[6]	6,642,
		80,267		63.41	2/27/2025	20,084[7]	1,901,151	59,836[8]	5,664,
		82,137		63.41	2/27/2025				
		203,533		37.38	2/25/2026				
		102,548		57.63	2/27/2027				
Paul Graves	12,246			59.47	2/18/2023	5,371	508,419		
	10,252			72.93	2/17/2024	8,291	784,826		
		13,986		63.41	2/27/2025	5,047	477,749		
		36,175		37.38	2/25/2026	34,000	3,218,440		
		18,591		57.63	2/27/2027	10,105[5]	956,539	9,978[6]	944,51
						2,913[7]	275,745	8,678[8]	821,45
Mark Douglas	2,198			30.31	3/22/2020	7,000	662,620		
	11,960			40.89	2/17/2021	4,520	427,863		
	11,244			47.60	2/16/2022	6,978	660,537		
	9,565			59.47	2/18/2023	4,248	402,116		

	8,629		72.93	2/17/2024	34,000	3,218,440		
		11,772	63.41	2/27/2025	8,504[5]	804,989	8,398[6]	794,95
		30,446	37.38	2/25/2026	2,451[7]	232,012	7,304[8]	691,39
		15,647	57.63	2/27/2017				
Eric Norris							1,266[9]	119,84
							334[10]	31,616
Andrea Utecht[11]	13,848		28.64	2/18/2020				
	10,616		40.89	2/17/2021				
	10,352		47.60	2/16/2022				
	8,106		59.47	2/18/2023				
	6,855		72.93	2/17/2024			6,672[6]	631,57
		9,352	63.41	2/27/2025			5,802[8]	549,21
		24,187	37.38	2/25/2026				
		12,430	57.63	2/25/2027				

(1) For the awards with an expiration date of 2/27/2025, the vesting date is 2/27/2018; for the awards with an expiration date of 2/25/2026, the vesting date is 2/25/2019; for the awards with an expiration date of 2/27/2027, the vesting date is 2/27/2020. Because Ms. Utecht is eligible for Normal Retirement (as defined in the "Potential Payments Upon Termination or Change in Control" section of this proxy statement under the "Retirement" heading), her awards are not subject to forfeiture, and would become exercisable if her employment were to terminate.

(2) With respect to Mr. Douglas' award of 7,000 shares, the vesting date is 2/17/2018. With respect to Mr. Brondeau's award of 30,823 shares, Mr. Graves' award of 5,371 shares, and Mr. Douglas' award of 4,520 shares, the vesting date is 2/27/2018. With respect to Mr. Brondeau's award of 31,100 shares, Mr. Graves' awards of 8,291 shares and 34,000 shares, and Mr. Douglas' awards of 6,978 shares and 34,000 shares, the vesting date is 2/25/2019. With respect to Mr. Brondeau's award of 18,559 shares, Mr. Graves' award of 5,047 shares, and Mr. Douglas' award of 4,248 shares, the vesting date is 2/27/2020.

(3) The stock award numbers shown in column (g) indicate the number of shares subject to outstanding awards as adjusted in the case of banked PRSUs to reflect actual performance outcomes and dividend equivalent units credited with respect to those banked units. The stock award numbers shown in column (i) are unbanked PRSU awards adjusted based on performance in the previous fiscal year (as dictated by SEC rules); actual performance outcomes for those awards will not be determined until the applicable performance periods are completed.

(4) These units represent the shares and corresponding dividend equivalent rights which were banked in respect of Mr. Brondeau's special equity grant in 2015. These shares remained subject to time-based vesting based on continued service through 2/27/18.

(5) These units represent the portion of PRSUs granted in 2016 that were banked based on 2016 performance and 2017 performance, in each case at 200%. The numbers represented also include the dividend equivalent rights credited with respect to those banked units. These shares remain subject to time- based vesting based on continued service through 12/31/2018.

(6) These units represent the portion of PRSUs granted in 2016 that remain subject to an open performance period. While no amount has yet been earned, they are shown here at 200% of target in accordance with SEC rules. If and to the extent earned, these units will be delivered following the culmination of the performance period ended 12/31/18.

(7) These units represent the portion of PRSUs granted in 2017 that were banked based on 2017 performance, at 200%. The numbers represented also include the dividend equivalent rights credited with respect to those banked units. These shares remain subject to time-based vesting based on continued service through 12/31/2019.

(8) These units represent the portion of PRSUs granted in 2017 that remain subject to an open performance period. While no amount has yet been earned, they are shown here at 200% of target in accordance with SEC rules. If and to the extent banked, these units will be subject to time-based vesting based on continued service through 12/31/19, other than for Ms. Utecht whose shares will be considered vested when banked because she is eligible for Normal Retirement. However, such banked shares would not be delivered to her until after the culmination of the performance period ended 12/31/19.

(9) These units represent the PRSUs granted in 2016 that remain subject to an open performance period. Following Mr. Norris' termination in 2017, he only remains eligible to earn units in respect of the cumulative performance period from 2016-2018, prorated to reflect his service during that time. While no amount has yet been earned, the units are shown here at 200% of target in accordance with SEC rules. If and to the extent earned, the units will be delivered following the culmination of the performance period ended 12/31/18.

(10) These units represent the PRSUs granted in 2017 that remain subject to an open performance period. Following Mr. Norris' termination in 2017, he only remains eligible to earn units in respect of the cumulative performance period from 2017-2019, prorated to reflect his service during that time. While no amount has yet been earned, the units are shown here at 200% of target in accordance with SEC rules. If and to the extent earned, the units will be delivered following the culmination of the performance period on 12/31/19.

(11) Because Ms. Utecht is eligible for Normal Retirement, none of her RSUs or banked PRSUs are subject to forfeiture. Therefore, there are no unvested shares to report for her in column (g). In the absence of her eligibility for Normal Retirement, the following grants would have been reported for her in column (g): 3,523 RSUs (otherwise vesting on 2/27/18), 14,000 RSUs (otherwise vesting on 2/25/19), 5,544 RSUs (otherwise vesting on 2/25/19), 3,374 RSUs (otherwise vesting on 2/27/20), 3,373 shares banked under the 2016 PRSU grant based on 2016 performance (otherwise vesting on 12/31/18), 3,383 shares banked under the 2016 PRSU grant based on 2017 performance (otherwise vesting on 12/31/18), and 1,948 shares banked under the 2017 PRSU grant based on 2017 performance (otherwise vesting on 12/31/19).

OPTION EXERCISES AND STOCK VESTED TABLE 2017

	Option Awards		**Stock Awards**	
Name (a)	**Number of Shares Acquired On Exercise (#) (b)**	**Value Realized On Exercise ($) (c)**	**Number of Shares Acquired On Vesting (#) (d)**	**Value Realized On Vesting ($) (e)**
Pierre Brondeau	0	0	19,771	1,143,357
Paul Graves	0	0	4,248	245,662
Mark Douglas	8,000	364,200	3,575	206,742

Eric Norris	11,289	271,586	17,716[1]	1,605,664
Andrea Utecht	28,608	1,550,199	11,532[2]	972,555

(1) 3,815 shares vested under Mr. Norris' 2016 PRSU grant following his termination based on the Company's 2016 and 2017 performance, and will be delivered after the culmination of the performance period ended 12/31/18. In addition, 1,005 shares vested under Mr. Norris' 2017 PRSU grant following his termination, based on the Company's 2017 performance, and will be delivered after the culmination of the performance period ended 12/31/19.

(2) 3,374 shares represent the RSUs that were granted to Ms. Utecht in 2017. They will be delivered following the otherwise applicable vesting date set forth in the grant (2/27/2020) or if sooner, upon certain termination events. In addition, 3,383 shares were earned pursuant to Ms. Utecht's 2016 PRSU grant, based on the Company's 2017 performance, which will be delivered after the culmination of the performance period ended 12/31/18. 1,948 shares were earned pursuant to Ms. Utecht's 2017 PRSU grant, based on the Company's 2017 performance, which will be delivered after the culmination of the performance period ended 12/31/19. The shares are reported in this table because Ms. Utecht was eligible for Normal Retirement when the RSUs were granted and the PRSUs were banked, and therefore the shares are not subject to a risk of forfeiture.

PENSION BENEFITS TABLE 2017

Name (a)	**Plan Name (b)**	**Number of Years Credited Service[1] (#) (c)**	**Present Value of Accumulated Benefit ($) (d)**	**Payments During Last Fiscal Year ($) (e)**
Pierre Brondeau	Qualified Plan	N/A	N/A	N/A
	Nonqualified Plan	N/A	N/A	N/A
Paul Graves	Qualified Plan	N/A	N/A	N/A
	Nonqualified Plan	N/A	N/A	N/A
Mark Douglas	Qualified Plan	N/A	N/A	N/A
	Nonqualified Plan	N/A	N/A	N/A
Eric Norris	Qualified Plan	16.25	556,526	—
	Nonqualified Plan	16.25	925,643	—
Andrea Utecht	Qualified Plan	16.50	779,970	—
	Nonqualified Plan	16.50	2,112,981	—

(1) All credited years of service are the actual years of service under the relevant plan.

Pension Plans

The FMC Salaried and Nonunion Hourly Employees Retirement Plan (the “Qualified Plan”) is a non-contributory defined benefit plan that is intended to meet the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the “IRC”), as a tax-qualified plan. Messrs. Brondeau, Graves and Douglas were hired after July 1, 2007 when the Qualified Plan was closed to new employees, and accordingly these NEOs do not participate in the Qualified Plan, but do participate in defined contribution plans of the Company.

Under the Qualified Plan, an employee’s pension benefit is calculated based on credited company service and a final average year earnings (“FAYE”) formula, and the annual benefit payable is subject to a statutory cap of $215,000 for 2017 (“maximum benefit limitation” cap). FAYE is determined using earnings from the highest 60 consecutive months out of the last 120 calendar months that immediately precede the employee’s retirement date. Eligible compensation includes base salary (see Column (c) of the Summary Compensation Table), Annual Incentive pay (see footnote (2) to Column (f) of the Summary Compensation Table) and certain other performance payments and is subject to a statutory cap of $270,000 for 2017 (“total earnings” cap). However, stock option gains, other equity awards and long-term performance-based cash are not included in eligible compensation.

Normal retirement age is 65. Ms. Utecht is eligible for normal retirement. Benefits at normal retirement are calculated using the formula described below.

The retirement formula is 1.0% of FAYE up to the Social Security covered compensation base plus 1.5% of FAYE in excess of the Social Security covered compensation base times years of credited service (up to 35 years) plus 1.5% of FAYE times years of credited service in excess of 35. The actual benefit amount depends on the form of payment selected by the employee, i.e., individual life annuity, joint and survivor annuity or level income option. All benefits under the Qualified Plan are paid as an annuity. The amounts reflected for the Qualified Plan in the Pension Table are actuarial present values of the single life annuity that would be payable at age 62, which is the earliest age an NEO can retire without a benefit reduction. There is no Social Security offset.

Early retirement is defined as retirement from active service when an employee reaches age 55 with a minimum of ten years credited service. Employees who elect early retirement receive an actuarially reduced pension. This reduction is 4% per year for each year prior to age 62. The maximum reduction is 28% (62-55 x .04) of the age 65 benefit calculation. The IRC limits the annual benefits that may be paid from a tax-qualified retirement plan and the compensation that may be taken into account in calculating those benefits, as noted above.

The Salaried Employees Equivalent Plan (the “Nonqualified Plan”) is a non-contributory retirement restoration plan that restores the benefits earned under the Qualified Plan formula described above.

This plan represents an unfunded liability and all amounts listed in the table above for this plan are unsecured and therefore not guaranteed to be fully paid in the event of the Company’s insolvency or bankruptcy. Messrs. Brondeau, Graves and Douglas are participants in defined contribution plans and are not eligible to participate in the Nonqualified Plan, as the plan does not cover employees who are not also covered by the Qualified Plan. These supplemental benefits are calculated using the same formula described above without regard to the IRC limits, less amounts payable under the Qualified Plan. The Nonqualified Plan amounts reflected in the Pension Benefits Table above are paid in a lump sum on the later of attainment of age 55 or six months following the employee’s retirement.

Actuarial assumptions used to determine the present value of the accumulated benefits under the Qualified Plan and Nonqualified Plan as of December 31, 2017 are as follows.

Sum of present value of qualified defined benefit accrued through December 31, 2017 plus present value of nonqualified defined benefit accrued through December 31, 2017

Present value of qualified plan benefit calculated as amount payable at first unreduced age using December 31, 2017 ASC 715 disclosure assumptions (3.68%, RP2006 with generational MP2017 projection) and reflecting discounting of present value back to December 31, 2017 using ASC 715 interest only (3.68%)

Present value of nonqualified plan benefit calculated as amount payable at first unreduced age using December 31, 2017 ASC 715 lump sum assumptions (2.80%, 417e2018) and reflecting discounting of present value back to December 31, 2017 using ASC 715 interest only (3.29%) for Ms. Utecht

Unreduced benefits are first available at age 69.08 (immediately) for Ms. Utecht

Mr. Norris terminated effective October 31, 2017 and was eligible for the Health & Nutrition early retirement enhancement upon termination. This allows Mr. Norris to receive his qualified pension benefit without an early retirement reduction at age 62 (his first unreduced age)

Mr. Norris will be paid his nonqualified benefit as a lump sum at age 55. His nonqualified present value is calculated as the amount payable at age 55 using December 31, 2017 ASC 715 lump sum assumptions (2.80%, 417e2018) and reflecting discounting of present value back to December 31, 2017 using ASC 715 interest only

NONQUALIFIED DEFERRED COMPENSATION TABLE 2017

Name (a)	Executive contributions in Last FY[1] ($) (b)	Registrant contributions in Last FY[2] ($) (c)	aggregate Earnings in Last FY ($) (d)	aggregate Withdrawals/ Distributions ($) (e)	aggregate Balance at Last FYE[3] ($) (f)
Pierre Brondeau	187,212	312,681[4]	2,029,133	—	5,814,771
Paul Graves	72,512	106,221[5]	287,233	—	1,008,623
Mark Douglas	64,196	91,253[6]	496,024	—	1,434,711
Eric Norris[7]	42,780	23,424	21,695	—	159,128
Andrea Utecht	52,834	31,467	394,936	—	1,984,315

(1) The amounts listed in this column are reported as compensation in the amounts stated in Column (c), Salary, of the Summary Compensation Table.

(2) The amounts listed in this column are reported as compensation in the amounts stated in Column (i), All Other Compensation, of the Summary Compensation Table.

(3) The amounts listed in this column include the following amounts which were reported in the Summary Compensation Table in previous years: for Mr. Brondeau, $2,003,538; for Mr. Graves, $381,833; for Mr. Douglas, $548,714; for Mr. Norris, $51,145; and for Ms. Utecht, $894,482; plus earnings on those amounts.

(4) In addition to the Company's matching contribution of $138,969, Mr. Brondeau received nonqualified core contributions of 5% of compensation on his eligible earnings in excess of $270,000 in lieu of his participation in the Salaried Employees' Equivalent Retirement Plan, which participation is not available to employees hired after July 1, 2007. The amount of the 5% contribution was $173,712.

(5) In addition to the Company's matching contribution of $47,210, Mr. Graves received nonqualified core contributions of 5% of compensation on his eligible earnings in excess of $270,000, in lieu of his participation in the Salaried Employees' Equivalent Retirement Plan, which participation is not available to employees hired after July 1, 2007. The amount of the 5% contribution was $59,012.

(6)

In addition to the Company’s matching contribution, of $40,557, Mr. Douglas received nonqualified core contributions of 5% of compensation on his eligible earnings in excess of $270,000, in lieu of his participation in the Salaried Employees’ Equivalent Retirement Plan, which participation is not available to employees hired after July 1, 2007. The amount of the 5% contribution was $50,696.

(7) Mr. Norris’ service with the Company ceased on October 31, 2017.

The FMC Nonqualified Savings and Investment Plan (the “Nonqualified Savings Plan”) is a voluntary deferred compensation plan available to employees whose annual compensation exceeds $140,000 ($250,000 in 2018). The Nonqualified Savings Plan mirrors the FMC Corporation Savings and Investment Plan (the “Qualified Savings Plan”), which is a tax-qualified savings plan under Section 401(k) of the IRC.

Participants in the Qualified Savings Plan are subject to certain contribution and earnings limits set under Sections 402(g) and 401(a) (17) of the IRC. The Nonqualified Savings Plan is used to facilitate the continuation of contributions beyond the limits allowed under the Qualified Savings Plan. Employees may defer 1% to 50% of their base salaries and up to 100% of their annual incentive compensation. In 2017, the Company’s matching contribution under both plans was 80% of the amount deferred up to a maximum of 5% of eligible earnings, i.e. base salary and annual incentive paid in fiscal year 2017. In addition to the Company’s matching contribution, employees hired after July 1, 2007, who are not eligible to participate in the Qualified and Non-Qualified Plans, are entitled to receive employer core contributions under the Qualified and Non-Qualified Savings Plans of 5% of eligible earnings in the aggregate.

Compensation deferred under the Nonqualified Savings Plan is deemed invested by the participant in his or her choice of more than 20 investment choices offered to all participants. All investments, except for the FMC Stock Fund, are mutual funds, and all investments may be exchanged by the participant at any time. Earnings on investments are market earnings. There are no programs or provisions for guaranteed rates of return. Distributions under the Nonqualified Savings Plan must occur or commence at the earlier of separation of service plus six months or at a designated time elected by the participant at the time of deferral. Distributions may be in lump sum or installments as determined by the participant’s distribution election.

The Nonqualified Savings Plan is subject to certain disclosure and procedural requirements of ERISA, but as a “top hat” plan is not subject to the eligibility, vesting, accrual, funding, fiduciary responsibility and similar requirements of ERISA. This plan represents an unfunded liability and all amounts listed in the table above are unsecured and therefore not guaranteed to be fully paid in the event of the Company’s insolvency or bankruptcy.

Pay Ratio Disclosure

We are required to disclose the FMC CEO to median employee pay ratio as calculated in accordance with Item 402(u) of Regulation S-K. We identified our median employee by examining the 2017 total cash compensation for all employees, excluding our CEO, who were employed by FMC on December 31, 2017. We included all employees, whether employed on a full-time, part-time, or seasonal basis. We annualized the compensation for any full-time employee who was not employed by FMC for the full year in 2017. This includes the compensation of full-time employees who transitioned to FMC upon our acquisition of DuPont’s crop protection and research and development assets. We believe the use of total cash compensation for all employees is a consistently applied compensation measure because it reasonably reflects the annual compensation of our employees, as we do not widely distribute annual equity awards to employees. Only approximately 2 percent of our employees receive annual equity awards. For non-U.S. employees, we applied a published currency exchange rate in effect as of December 31, 2017.

After identifying the median employee based on total cash compensation, we calculated annual total compensation for such employee using the same methodology we use for our named executive officers as set forth in the 2017 Summary Compensation Table in this proxy statement. Using this methodology, we have estimated that the median of the annual total compensation of our employees, excluding our CEO, was $50,370, and the annual total compensation of our CEO was $13,011,873. Our 2017 CEO to median employee pay ratio is 258:1.

Potential Payments Upon Termination or Change in Control

Eric Norris

On April 4, 2017, the Company and Mr. Norris entered in to a retention letter in connection with the Company’s planned divestiture of its Health and Nutrition business to DuPont. Effective October 31, 2017, Mr. Norris resigned from the Company and his employment in all capacities ceased on such date. In accordance with the April 4 retention letter, as modified in subsequent communications between the Company and Mr. Norris, Mr. Norris received, or will receive, the following payments and benefits: (i) a cash retention payment of $205,900; (ii) a cash payment of $7,921 in respect of unused vacation allotment; (iii) a prorata annual incentive plan cash payment of $204,737 for 2017 calculated at target; (iv) three months of Company paid COBRA; (v) a pro rata cash payment for Mr. Norris’ outstanding 2015 performance- based cash award paid based on actual results at the end of the vesting period in 2017 (equal to $169,920); (vi) prorata vesting of restricted stock units held by Mr. Norris, based on the actual number of days employed over the full vesting period (valued at $1,092,962 based on the price of FMC stock as of October 31, 2017); (vii) 2,072 shares representing performance-based restricted stock units banked under his 2016 PRSU grant based on actual 2016 performance (valued at $192,406 based on the price of FMC stock as of October 31, 2017), and (viii) 2,748 shares representing a prorated number of performance- based restricted stock units earned under his 2016 and 2017 PRSU grants in respect of the Company’s actual 2017 performance (valued at $163,005 based on the price of FMC stock as of the close of the 2017 performance period on December 31, 2017). Mr. Norris will also remain eligible to earn a prorata portion of his units under his 2016 and 2017 PRSU grants based on the Company's actual cumulative performance during the three-year performance period from 2016- 2018 or 2017-2019, as applicable. Assuming target performance, the value of these prorata awards are estimated to be $75,728.

In addition, based on a combination of age and years of Company service Mr. Norris will be eligible for the early retirement pension subsidy on his qualified pension benefit resulting in an unreduced monthly pension plan benefit at age 62. In addition, Mr. Norris will be paid his nonqualified pension benefit as a lump sum at age 55. The present value of this benefit payable at age 55 as of December 31, 2017 (considering cessation of employment as of October 31, 2017 and payment in a lump sum) is $925,643.

Other NEOs

The following disclosure and accompanying table reflects the amount of compensation payable to each of our NEOs other than Mr. Norris, upon various events. The amounts shown in the table assume that such event was effective as of December 31, 2017, the last day of our fiscal year, and thus include amounts earned through such time. The amounts are calculated using various assumptions and are therefore only estimates of the amounts that could become payable to our NEOs. The actual amounts to be paid out can only be determined at the time of an actual termination or change in control. References to awards "vesting" throughout this "Potential Payments Upon Termination or Change in Control" section mean that the awards are no longer subject to a risk of forfeiture. In some cases, the cash or shares will be delivered to the NEO promptly after termination. In other cases, the NEO must wait until he or she would otherwise have received a payout had the NEO's employment not terminated (and such deferred payouts are referred to as being subject to a "Delayed Delivery").

Change in Control Involving a Termination

Each NEO is party to an Executive Severance Agreement which provides that if a change in control (as described below) of the Company occurs and, within two years after that change in control, the employment of an NEO is terminated without cause or an NEO resigns his or her employment because his or her duties, location, salary, compensation or benefits were substantially changed or reduced (each a "Change in Control Termination"), then the NEO would be entitled, contingent on the NEO's execution of a release in favor of the Company, to the following payments and benefits:

36 months of base salary, payable in a lump sum

Three times target annual incentive (based on NEO's highest historical target), payable in a lump sum

Prorated bonus for year of termination

Outplacement services, with cost capped at 15% of NEO's base salary

Health and welfare benefits continuation for three years

Under the terms of the Company's equity incentive award agreements, contingent on the NEOs executing a release, upon a Change in Control Termination:

All unvested stock options will vest and remain exercisable for up to three months

All unvested restricted stock units will vest, and shares will be delivered promptly thereafter

Banked performance-based restricted stock units will vest, and shares will be delivered thereafter

Performance-based restricted stock units whose measurement periods are not yet complete will vest as though target level performance was attained for those measurement periods, and shares will be delivered thereafter

If all or any part of the benefits due to Ms. Utecht in connection with a Change in Control Termination are then subject to an excise or similar tax under Section 4999 of the IRC, under the terms of her Executive Severance Agreement and as consistent with the terms of a prior agreement, the Company would pay to Ms. Utecht an additional cash amount to cover all such excise taxes. Messrs. Brondeau, Graves and Douglas are not entitled to an additional cash payment to cover any excise taxes.

In general, the following are considered to be a change in control: (a) a third party's acquisition of twenty percent or more of the Company's Common Stock; (b) a change in the majority of the Board of Directors; (c) completing certain reorganization, merger, or consolidation transactions or a sale of all or substantially all of the Company's assets; or (d) the complete liquidation or dissolution of the Company.

No NEO has an entitlement to benefits upon a change in control that is not followed by a termination.

Termination Not For Cause (Other than Following a Change in Control)

The Company maintains Executive Severance Guidelines ("Guidelines") setting forth payments and benefits to NEOs who are terminated without cause in the normal course. However, no NEO has a contractual entitlement to these benefits and the Compensation Committee has the discretion to enhance or reduce the benefits in any specific case. Any NEO receiving payments or benefits pursuant to the Guidelines must sign a non-solicitation, non-compete and confidentiality agreement as a condition to the payment of any benefit under the Guidelines.

The Guidelines provide:

12 months of base salary, payable in a lump sum

One time target annual incentive

Prorated target bonus for year of termination

Transition benefits (outplacement assistance and financial/tax planning)

Health benefits continuation for one year

By Letter Agreement dated October 23, 2009, as amended (the "Brondeau Letter Agreement"), if Mr. Brondeau is terminated without cause in the normal course, he would be entitled to 24 months of base salary, payable in a lump sum, in lieu of the 12 months of base salary and one time target annual incentive set forth in the Guidelines. In addition to health benefits continuation at active employee rates for one year, he would also receive life insurance benefits continuation at active employee rates during that year. These payments and benefits would be subject to his execution of a release.

Treatment of the NEOs'equity incentive awards is as follows:

Vested options remain exercisable for one year following termination. Unvested options that would have vested within one year following termination become exercisable on regularly scheduled dates, and remain exercisable for one year thereafter

Unvested restricted stock units will vest prorata, and shares will be delivered promptly thereafter

Banked performance-based restricted stock units will vest, with shares subject to a Delayed Delivery

Prorata vesting of units whose measurement periods are not yet complete, based on actual performance for each applicable measurement period, with shares subject to a Delayed Delivery

Retirement

Under the terms of the Company's long-term equity incentive award agreements, NEOs are considered retirement eligible at age 65 ("Normal Retirement") or at age 62, once they have completed at least ten years of service with the Company ("Early Retirement"). As of December 31, 2017, only Ms. Utecht was eligible for such retirement.

If an NEO terminates employment after achieving Normal Retirement or Early Retirement:

All unvested stock options will vest, and remain exercisable for up to five years

All unvested restricted stock units will vest, with shares subject to a Delayed Delivery

Banked performance-based restricted stock units will vest, with shares subject to a Delayed Delivery

Performance-based restricted stock units whose measurement periods are not yet complete will vest prorata, based on actual performance for each applicable measurement period, with shares subject to a Delayed Delivery

If an NEO terminates employment, effective after June 30 of the first year of the performance cycle for an outstanding performance-based restricted stock unit award, after the NEO has achieved Normal Retirement or Early Retirement, and has commenced succession planning with our human resources department at least six months prior to the termination ("Approved Retirement"), those units will not be subject to proration. Rather, upon an Approved Retirement, the NEO will continue to earn the units as if he or she had continued to be employed until the end of the full performance period.

Any vesting of the performance-based restricted stock units upon retirement is contingent on the NEO's execution of a release under the terms of the performance-based restricted stock unit award agreements.

Pursuant to the Brondeau Letter Agreement, if Mr. Brondeau terminates employment after the Board has approved a "definitive succession plan", he will be considered to have attained Early Retirement for the purpose of vesting into his options and restricted stock units. However, the special equity award granted February 27, 2015 to Mr. Brondeau, consisting of options and performance-based restricted stock units, would have been forfeited had Mr. Brondeau retired before those awards had vested.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

The valuation of equity awards in the below table is based upon our stock price on December 31, 2017. The ultimate value of any equity awards in the event of a termination will depend upon the stock price, (i) in the case of options, on the date of exercise, and (ii) in the case of restricted stock units and performance-based restricted stock units, on vesting and delivery of the shares.

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Executive Benefits and payments upon termination or change in control (a)	**change in control termination ($) (b)**		**termination Without cause ($) (c)**		**Retirement[3] ($) (d)**	
Base Salary and Annual Incentive	7,920,000	(1)	2,400,000	(2)	N/A	
Transition Benefits	180,000	(4)	20,000	(5)	N/A	
Restricted Stock Units	7,618,426	(6)	5,042,675	(7)	N/A	(8)
Stock Options	20,530,848	(9)	5,075,125	(10)	N/A	(8)
Special Performance-Based Restricted Stock Units						
(“Special PRSUs”)	5,374,208	(11)	5,075,641	(12)	N/A	(8)
Performance-Based Restricted Stock Units						
(“PRSUs”)	14,781,916	(11)	10,050,399	(12)	N/A	(8)
Welfare Benefits	64,032	(13)	21,344	(14)	N/A	
totaL	**56,469,430**		**27,685,184**			

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Executive Benefits and Payments Upon Termination or Change in Control (a)	**change in control termination ($) (b)**		**termination Without cause ($) (c)**		**Retirement[3] ($) (d)**
Base Salary and Annual Incentive	3,370,810	(1)	1,123,603	(2)	N/A

Transition Benefits	105,000	(4)	20,000	(5)	N/A		
Restricted Stock Units	4,989,434	(6)	3,059,322	(7)	N/A		
Stock Options	3,197,591	(9)	437,063	(10)	N/A		
Performance-Based Restricted Stock Units	2,115,272	(11)	1,435,393	(12)	N/A		
Welfare Benefits	66,679	(13)	19,174	(14)	N/A		
totaL	**13,844,786**		**6,094,555**				

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Executive Benefits and Payments Upon Termination or Change in Control (a)	**change in control termination ($) (b)**		**termination Without cause ($) (c)**		**Retirement[3] ($) (d)**	
Base Salary and Annual Incentive	3,073,821	(1)	1,024,607	(2)	N/A	
Transition Benefits	90,000	(4)	20,000	(5)	N/A	
Restricted Stock Units	5,371,576	(6)	3,521,289	(7)	N/A	
Stock Options	2,691,230	(9)	367,875	(10)	N/A	
Performance-Based Restricted Stock Units	1,780,176	(11)	1,207,956	(12)	N/A	
Welfare Benefits	62,979	(13)	19,166	(14)	N/A	
totaL	**13,069,782**		**6,160,893**			

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Executive Benefits and Payments Upon Termination or Change in Control (a)	**change in control termination ($) (b)**		**termination Without cause ($) (c)**		**Retirement[3] ($) (d)**	
Base Salary and Annual Incentive	2,463,619	(1)	821,206	(2)	N/A	
Transition Benefits	77,000	(4)	20,000	(5)	N/A	
Restricted Stock Units	2,502,905	(6)	2,502,905	(7)	2,502,905	(16)

Stock Options	2,137,964	(9)	2,137,964	(10)	2,137,964	(17)
Performance-Based Restricted Stock Units	1,426,242	(11)	1,426,242	(12)	1,426,242	(18)
Welfare Benefits	67,385	(13)	12,228	(14)	N/A	
Pension Enhancement	532,544	(15)	N/A		N/A	
Excise Tax Gross Up	0		N/A		N/A	
total	**9,207,659**		**6,465,925**		**6,067,111**	

(1) The amount shown is equal to three times the sum of base salary plus target annual incentive, calculated by using the highest annualized target available to the NEO during his/her career with the Company.

(2) The amount shown is equal to the sum of 12 months of base salary plus target annual incentive, except that for Mr. Brondeau, the amount is equal to 24 months of base salary.

(3) On December 31, 2017, Ms. Utecht was eligible for Normal Retirement; and Messrs. Brondeau, Graves and Douglas were not eligible to retire.

(4) The executives are entitled to transition benefits consisting of outplacement services. The transition benefits are capped at 15% of the NEO's base salary. The actual amounts paid in respect of such services will be determined based upon the outplacement services obtained, if any, by an NEO upon termination. However, the amounts reflected in the table represent the maximum amounts that could be paid by the Company in respect of these services.

(5) Transition benefits consist of outplacement services up to $20,000.

(6) All unvested restricted stock units will vest. The amount shown is the market value of all unvested restricted stock units based on the stock price on December 31, 2017. Because Ms. Utecht is eligible for Normal Retirement, the restricted stock units appearing in the table were already considered non-forfeitable.

(7) Unvested restricted stock units will vest prorata, based on the amount of time that the NEO was employed during the vesting period. The amount shown is the market value of these restricted stock units based on the stock price on December 31, 2017. Because Ms. Utecht is eligible for Normal Retirement, her restricted stock units will not be subject to proration.

(8) Pursuant to the Brondeau Letter Agreement, any cessation of Mr. Brondeau's service after December 31, 2015 and the Board's approval of a "definitive succession plan" will have the same impact on long-term incentive awards, other than the options and Special PRSU award granted in 2015, as an early retirement for those age 62 and older with ten years of credited service. Until such time as the Board formally approves a "definitive succession plan", this scenario is not applicable. The options and Special PRSU award granted in 2015 will be forfeited if retirement occurs before they vest.

(9) All unvested stock options will vest. The amount shown is the value of all unvested stock options based on the difference between the exercise price and the stock price at December 31, 2017. Please note, however, that the ultimate value of the foregoing options will depend on the stock price on the date of exercise. Because Ms. Utecht is eligible for Normal Retirement, the stock options appearing in the table were already considered non-forfeitable, and they will become exercisable upon the Change in Control Termination.

(10) The NEO has the right to retain stock options that would have vested on their own terms within one year from the date of termination, with the right to exercise such options until twelve months after they vest, as well as the right to exercise vested options until twelve months after termination. The amount shown is the market value of these unvested options based on the difference between the exercise price and the stock price on December 31, 2017. Please note, however, that the ultimate value will depend on the stock price on the date of exercise. Because Ms. Utecht is eligible for Normal Retirement, upon a termination without cause the treatment of her stock options will be as set forth in footnote (17).

(11) All PRSUs will vest as follows: those banked units whose measurement periods have ended will vest based on actual performance (for Ms. Utecht, these were already considered non-forfeitable); those units whose measurement periods are not yet complete will vest as if the target level performance was attained. The amount shown in the table is the market value of such PRSUs based on the stock price on December 31, 2017.

(12) Banked PRSUs will vest. A prorated portion of all PRSUs subject to open performance periods will remain outstanding. The proration is determined based on the time actually worked during the applicable performance

period. The payouts of these awards are illustrated above based on actual performance for banked units with completed measurement periods and assuming target levels of performance for those units whose measurement period has not yet been completed. In each case, the amounts actually due will be paid in a lump sum after the end of the normal three-year performance cycle, based on actual TSR performance calculated in accordance with the terms of the awards. Because Ms. Utecht is eligible for Normal Retirement, upon a termination without cause the treatment of her PRSUs will be as set forth in footnote (18).

(13) Welfare benefits of health care, life insurance and disability insurance continue for three years. The amounts shown are the estimated cost to the Company for such benefits during the period.

(14) Health care benefits continue for 12 months. Mr. Brondeau's life insurance benefits also continue for 12 months. The amounts shown are the estimated cost to the Company for such benefits during the period.

(15) Under the terms of her Executive Severance Agreement with the Company, Ms. Utecht is credited with three additional age and service years under the Nonqualified Plan.

(16) Because Ms. Utecht is eligible for Normal Retirement, all of her restricted stock units are non-forfeitable. However, such restricted stock units will not be delivered until they would otherwise have vested under the normal vesting schedule. The amount shown is the market value of these undelivered restricted stock units based on the stock price at December 31, 2017.

(17) Because Ms. Utecht is eligible for Normal Retirement, all of her options are non-forfeitable, but during her employment, they do not become exercisable until after the normal vesting date. Once exercisable, the options remain exercisable until the earlier of the expiration date or five years following retirement. The amount shown is the value of these outstanding stock options based on the difference between the exercise price and the stock price on December 31, 2017. Please note, however, that the ultimate value will depend on the stock price on the date of exercise.

(18) Because Ms. Utecht is eligible for Normal Retirement, her banked PRSUs are non-forfeitable. Units whose measurement periods are not yet complete will vest prorata based on actual performance for each applicable measurement period. The shares will be delivered after the end of the normal three-year performance cycle. Upon an Approved Retirement, such units will not be subject to proration. The value of the PRSUs subject to an open performance period are presented in the table assuming target level of performance and an "Approved Retirement".

In addition to the amounts set forth in the table, upon termination each NEO would be allowed to retain his or her vested options set forth in Column (b) of the Outstanding Equity Awards at Fiscal Year-End Table 2017, subject to the expiration provisions described above. Each NEO would also be paid his or her Annual Incentive for 2017 and the 2015-2017 performance-based cash award (see footnote (2) to Column (g) of the Summary Compensation Table for the amounts of both of these awards), and the aggregate benefits accrued by the NEO in the nonqualified defined contribution plan set forth in Column (f) of the Nonqualified Deferred Compensation Table, payable commencing six months after cessation of employment or in accordance with the NEO's predetermined distribution elections. Ms. Utecht would be entitled to her accumulated benefit under the Nonqualified Plan, payable in a lump sum at the later of six months after cessation of employment or attainment of age 55. For Ms. Utecht, who is eligible for Normal Retirement, the present value of her benefits as of December 31, 2017 (assuming cessation of employment as of December 31, 2017 and payment in a lump sum) is $2,645,525. These are the same nonqualified pension benefits disclosed above in the table entitled "Pension Benefits Table 2017". The amounts described in this paragraph differ from the present values reflected in Column (d) of the Pension Benefits Table because, under applicable SEC rules, the Pension Benefits Table values are calculated using different interest rates and without regard to early retirement adjustments otherwise applicable under the plan.

Termination Under Certain Other Circumstances

Death or Disability

In the event of termination upon death or disability, an NEO is eligible for benefits in programs available to US salaried employees generally, as well as a supplemental disability benefit (in the event of disability) and a surviving spouse benefit under the nonqualified deferred compensation plan (in the event of death). The supplemental disability benefit is an insured product intended to provide NEOs with additional disability benefits above the benefit level provided under the Company's group disability plan. The supplemental plan, in conjunction with the Company's group plan, will yield up to 70% of an NEO's annual salary with a maximum monthly benefit of $25,000.

Treatment of equity incentive awards is as follows:

All unvested stock options will vest, and remain exercisable for up to five years
All unvested restricted stock units will vest, and shares will be delivered promptly thereafter
Banked performance-based restricted stock units will vest, with shares subject to a Delayed Delivery
Performance-based restricted stock units whose measurement periods are not yet complete will vest prorata, based on actual performance for the full measurement period with shares subject to a Delayed Delivery

The market value for each NEO's unvested restricted stock units and stock option awards as of year-end 2017 is set forth in the relevant section of Column (b) of the table above. A value for each NEO's performance-based restricted stock unit awards, with the payout for banked units based on actual performance and the payout for unvested units calculated based on an assumed level of performance at target, and prorated to reflect time employed during the applicable performance period, is set forth in the relevant section of Column (c) of the table above.

Termination For Cause

In the event of a termination of an NEO for cause, all outstanding unvested equity awards would be cancelled. All vested stock option awards would expire immediately.

VII. OTHER MATTERS

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires the Company's directors and executive officers, and persons who own more than ten percent of the Company's Common Stock, to file with the SEC initial reports of ownership and reports of changes in beneficial ownership of Common Stock. Executive officers, directors and greater than ten percent stockholders (collectively, the "Reporting Persons") are additionally required to furnish the Company with copies of all Section 16(a) forms they file.

Based on a review of forms filed with the SEC and information provided by Reporting Persons to the Company, it is believed that all Section 16(a) requirements were fully met by all Reporting Persons with respect to the year ended December 31, 2017, except that for each of Mr. Brondeau, Mr. Graves, Mr. Douglas, Mr. Norris and Ms. Utecht, one report was filed late with respect to the surrender of shares to satisfy a tax withholding requirement.

Audit Committee Report

The Audit Committee Report that follows shall not be deemed to be incorporated by reference into any filing made by the Company under the Securities Act of 1933 or the Exchange Act, notwithstanding any general statement contained in any such filing incorporating this proxy statement by reference, except to the extent the Company incorporates such Report by specific reference.

During the past year, the Audit Committee met six times, including telephonic meetings, to discuss quarterly results and other matters. In carrying out its duties, the Committee has:

Reviewed and discussed the audited consolidated financial statements with management and KPMG, the company's independent registered public accounting firm;
Discussed with KPMG the matters required to be discussed pursuant to the Public Company Accounting Oversight Board Auditing Standard No. 1301, "Communications with Audit Committees";
Discussed various matters with KPMG related to the Company's consolidated financial statements, including all critical accounting policies and practices used, all alternative treatments for material items that have been discussed with Company management, and all other material written communications between KPMG and management; and
Received the written disclosures and the letter from KPMG as required by The Public Company Accounting Oversight Board, and has confirmed with KPMG its independence.

In reliance upon the review and discussions referred to above, the Audit Committee recommended to the Board of Directors that the audited financial statements be included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

The preceding report has been furnished by the following members of the Audit Committee:

Eduardo E. Cordeiro, *Chairman*

G. Peter D'Aloia

Paul J. Norris

Robert C. Pallash

Vincent R. Volpe, Jr.

Expenses Relating to this Proxy Solicitation

The Company will pay all expenses relating to this proxy solicitation. In addition to this solicitation by mail, Company officers, directors and employees may solicit proxies by telephone or personal call without extra compensation for that activity. The Company also expects to reimburse banks, brokers and other persons for reasonable out-of-pocket expenses in forwarding proxy material to beneficial owners of Company stock and obtaining the proxies of those owners.

Andrea E. Utecht

VOTE BY INTERNET - www.proxyvote.com

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

FMC CORPORATION
2929 WALNUT STREET
PHILADELPHIA, PA 19104
ATTN: ANDREA E. UTECHT

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:
E35148-P00296 KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY
THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

FMC CORPORATION

The Board of Directors recommends that you vote FOR proposals 1, 2 and 3:

1. Election of eleven Directors (nominees 1a.-1k.) to serve for a one-year term expiring in 2019, as set forth in the Proxy Statement.

Nominees:		**For**	**Withhold**	**Abstain**
1a.	Pierre Brondeau			
1b.	Eduardo E. Cordeiro			
1c.	G. Peter D’Aloia			
1d.	C. Scott Greer			
1e.	K’Lynne Johnson			
1f.	Dirk A. Kempthorne			
1g.	Paul J. Norris			
1h.	Margareth Øvrum			

1i.	Robert C. Pallash
1j.	William H. Powell
1k.	Vincent R. Volpe, Jr.

		For	Against	Abstain
2.	Ratification of the appointment of independent registered public accounting firm.			
3.	Approval, by non-binding vote, of executive compensation.			

NOTE: This proxy delegates discretionary authority with respect to any other business as may properly come before the meeting or any adjournment or postponement thereof.

For address changes and/or comments, please check this box and write them on the back where indicated.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]	Date	Signature (Joint Owners)	Date

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:

The Notice and Proxy Statement and Annual Report are available at www.proxyvote.com.

E35149-P00296

PROXY
FMC CORPORATION

This Proxy is Solicited on Behalf of the Board of Directors

The undersigned hereby appoints Pierre Brondeau, Paul Graves and Andrea E. Utecht, and each of them, proxy for the undersigned, with full power of substitution, to vote in the manner indicated on the reverse side of this proxy, and with discretionary authority as to any other matters that may properly come before the meeting, all shares of common stock of FMC Corporation which the undersigned is entitled to vote at the Annual Meeting of Stockholders of FMC Corporation to be held at 2:00 P.M., Tuesday, April 24, 2018, on the 24th floor of the FMC Tower at Cira Centre South, 2929 Walnut Street, or any adjournments or postponements thereof.

If shares of FMC Corporation common stock are held for the account of the undersigned under any employee plan that grants to the undersigned the right to direct the voting of such shares (each such plan being referred to as a “Plan”), then the undersigned hereby directs the trustee of each Plan to vote all shares of FMC Corporation common stock in the undersigned’s account under such Plan at the Annual Meeting, or any adjournments or postponements thereof, in the manner indicated on the reverse side of this proxy, and in the discretion of the trustee, as to any other matter that may properly come before the Annual Meeting.

This proxy, when properly executed, will be voted in the manner directed herein by the stockholder. **If no direction is made, this proxy will be voted FOR Proposals 1, 2 and 3. If you are entitled to vote shares held under an employee benefit plan and you either do not direct the trustee by April 20, 2018 how to vote these shares, or if you vote on some but not all proposals, the trustee will, in the case of shares held in the FMC Corporation Savings and Investment Plan, vote these undirected shares in proportion to the votes received from other participants, and in the case of other Plans, vote these shares in the trustee’s discretion, except to the extent that the Plan or applicable law provides otherwise.**

Address Changes/Comments:

(If you noted any Address Changes/Comments above, please mark corresponding box on the reverse side.)

NOT VALID UNLESS DATED AND SIGNED ON THE REVERSE SIDE