

**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 March 31, 2013**

**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 001-35504**

**FORUM ENERGY TECHNOLOGIES, INC.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of  
incorporation or organization)*

**61-1488595**

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

**920 Memorial City Way, Suite 1000  
Houston, Texas 77024**

*(Address of principal executive offices)*

**(281) 949-2500**

*(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" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

Smaller reporting company ☐

(Do not check if a 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 ☒

As of April 26, 2013, there were 92,056,927 common shares outstanding.

## Table of Contents

<a href="#">PART I - FINANCIAL INFORMATION</a>	<a href="#">3</a>
<a href="#">Item 1. Financial Statements</a>	<a href="#">3</a>
<a href="#">Condensed consolidated statements of comprehensive income</a>	<a href="#">3</a>
<a href="#">Condensed consolidated balance sheets</a>	<a href="#">4</a>
<a href="#">Condensed consolidated statements of cash flows</a>	<a href="#">5</a>
<a href="#">Notes to condensed consolidated financial statements</a>	<a href="#">6</a>
<a href="#">Item 2. Management's discussion and analysis of financial condition and results of operations</a>	<a href="#">14</a>
<a href="#">Item 3. Quantitative and qualitative disclosures about market risk</a>	<a href="#">23</a>
<a href="#">Item 4. Controls and procedures</a>	<a href="#">23</a>
<a href="#">PART II - OTHER INFORMATION</a>	<a href="#">23</a>
<a href="#">Item 1. Legal proceedings</a>	<a href="#">23</a>
<a href="#">Item 1A. Risk factors</a>	<a href="#">23</a>
<a href="#">Item 6. Exhibits</a>	<a href="#">24</a>
<a href="#">SIGNATURES</a>	<a href="#">25</a>

# PART I — FINANCIAL INFORMATION

## Item 1. Financial Statements

### **Forum Energy Technologies, Inc. and subsidiaries** **Condensed consolidated statements of comprehensive income** (Unaudited)

(in thousands, except per share information)	Three Months Ended March 31,	
	2013	2012
Net sales	\$ 372,999	\$ 363,489
Cost of sales	258,193	237,046
Gross profit	114,806	126,443
<b>Operating expenses</b>		
Selling, general and administrative expenses	65,449	54,854
Contingent consideration expense	—	1,000
Transaction expenses	9	355
Loss on sale of assets	135	21
Total operating expenses	65,593	56,230
Operating income	49,213	70,213
<b>Other expense (income)</b>		
Interest expense	3,363	5,786
Foreign exchange (gains) losses and other, net	(1,467)	31
Total other expense	1,896	5,817
<b>Income before income taxes</b>	47,317	64,396
Provision for income tax expense	15,379	21,885
<b>Net income</b>	31,938	42,511
Less: Income attributable to noncontrolling interest	(2)	29
<b>Net income attributable to common stockholders</b>	31,940	42,482
<b>Weighted average shares outstanding</b>		
Basic	88,533	67,960
Diluted	94,356	74,741
<b>Earnings per share</b>		
Basic	\$ 0.36	\$ 0.63
Diluted	\$ 0.34	\$ 0.57
<b>Other comprehensive income, net of tax:</b>		
Net income	31,938	42,511
Change in foreign currency translation, net of tax of \$0	(22,749)	10,507
<b>Comprehensive income</b>	9,189	53,018
Less: comprehensive loss (income) attributable to noncontrolling interests	62	(64)
<b>Comprehensive income attributable to common stockholders</b>	\$ 9,251	\$ 52,954

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

**Forum Energy Technologies, Inc. and subsidiaries**  
**Condensed consolidated balance sheets**  
(Unaudited)

(in thousands, except share information)	March 31, 2013	December 31, 2012
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 26,945	\$ 41,063
Accounts receivable—trade, net	244,848	228,947
Inventories	428,313	455,129
Prepaid expenses and other current assets	13,248	12,744
Costs and estimated profits in excess of billings	27,275	6,551
Deferred income taxes, net	31,766	30,443
Total current assets	772,395	774,877
Property and equipment, net of accumulated depreciation	151,989	152,983
Deferred financing costs, net	7,508	8,045
Intangibles	250,171	257,419
Goodwill	685,202	695,799
Other long-term assets	4,270	3,857
Total assets	\$ 1,871,535	\$ 1,892,980
<b>Liabilities and equity</b>		
<b>Current liabilities</b>		
Current portion of long-term debt	\$ 22,576	\$ 20,504
Accounts payable—trade	92,997	98,990
Accrued liabilities	104,596	93,701
Contingent consideration liability	15,664	15,664
Deferred revenue	22,253	33,720
Billings in excess of costs and profits recognized	15,923	17,582
Derivative instruments	519	714
Total current liabilities	274,528	280,875
Long-term debt, net of current portion	366,018	400,201
Deferred income taxes, net	52,907	49,749
Total liabilities	693,453	730,825
<b>Commitments and contingencies</b>		
<b>Equity</b>		
Common stock, \$0.01 par value, 296,000,000 shares authorized, 92,069,646 and 87,543,173 shares issued	920	875
Additional paid-in capital	796,983	764,635
Treasury stock at cost, 3,377,599 shares	(25,933)	(25,933)
Warrants	739	26,394
Retained earnings	427,541	395,601
Accumulated other comprehensive loss	(22,789)	(100)
Total stockholders' equity	1,177,461	1,161,472
Noncontrolling interest in subsidiary	621	683
Total equity	1,178,082	1,162,155
Total liabilities and equity	\$ 1,871,535	\$ 1,892,980

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

**Forum Energy Technologies, Inc. and subsidiaries**  
**Condensed consolidated statements of cash flows**  
(Unaudited)

(in thousands, except share information)	Three Months Ended March 31,	
	2013	2012
<b>Cash flows from operating activities</b>		
Net income	\$ 31,938	\$ 42,511
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation expense	8,473	6,835
Amortization of intangible assets	5,463	4,990
Share-based compensation expense	3,488	1,135
Change in contingent consideration	—	1,000
Deferred income taxes	1,834	(306)
Other	733	1,039
Changes in operating assets and liabilities		
Accounts receivable—trade	(18,802)	(18,128)
Inventories	21,717	(34,779)
Prepaid expenses and other current assets	(1,037)	(295)
Accounts payable, deferred revenue and other accrued liabilities	(2,966)	13,520
Billings in excess of costs and estimated profits earned, net	(22,347)	3,403
Net cash provided by operating activities	\$ 28,494	\$ 20,925
<b>Cash flows from investing activities</b>		
Acquisition of businesses, net of cash acquired	(1,502)	(2,839)
Capital expenditures for property and equipment	(10,108)	(12,319)
Proceeds from sale of property and equipment	182	1,403
Net cash used in investing activities	\$ (11,428)	\$ (13,755)
<b>Cash flows from financing activities</b>		
Borrowings due to acquisitions	1,502	2,839
Borrowings on long-term debt	8,391	39,313
Repayment of long-term debt	(42,005)	(52,397)
Excess tax benefits from stock based compensation	1,512	89
Proceeds from stock issuance	1,737	774
Deferred financing costs	—	200
Net cash used in financing activities	\$ (28,863)	\$ (9,182)
Effect of exchange rate changes on cash	(2,321)	(2,710)
Net decrease in cash and cash equivalents	(14,118)	(4,722)
<b>Cash and cash equivalents</b>		
Beginning of period	41,063	20,548
End of period	\$ 26,945	\$ 15,826

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

**Forum Energy Technologies, Inc. and subsidiaries**  
**Notes to condensed consolidated financial statements**  
**(Unaudited)**

## **1. Organization and basis of presentation**

Forum Energy Technologies, Inc. (the "Company"), a Delaware corporation, is a global oilfield products company, serving the subsea, drilling, completion, production and infrastructure sectors of the oil and natural gas industry. The Company designs and manufactures products, and engages in aftermarket services, parts supply and related services that complement the Company's product offering.

### ***Basis of presentation***

The accompanying unaudited condensed consolidated financial statements of the Company include the accounts of the Company and its subsidiaries.

All significant intercompany transactions have been eliminated in consolidation. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for the fair statement of the Company's financial position, results of operations and cash flows have been included. Operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ended December 31, 2013 or any other interim period.

These interim financial statements are unaudited and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") regarding interim financial reporting. Accordingly, they do not include all of the information and notes required by accounting principles generally accepted in the United States of America ("GAAP") for complete consolidated financial statements and should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2012, which are included in the Company's 2012 Annual Report on Form 10-K filed with the SEC on March 5, 2013 (the "Annual Report").

## **2. Recent accounting pronouncements**

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB"), which are adopted by the Company as of the specified effective date. Unless otherwise discussed, management believes that the impact of recently issued standards, which are not yet effective, will not have a material impact on the Company's consolidated financial statements upon adoption.

In December 2011, the FASB issued Accounting Standards Update ("ASU") 2011-11— "Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities" ("ASU 2011-11") and in January 2013, the FASB issued ASU 2013-01— "Balance Sheet (Topic 210): Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities" ("ASU 2013-01"). The issuance of ASU 2013-01 limited the scope of ASU 2011-11 to derivatives, repurchase agreements and securities lending transactions to the extent that they are offset in the financial statements or subject to an enforceable master netting or similar agreement. The Company adopted this update effective January 1, 2013 and it did not have a material impact on the condensed consolidated financial statements.

In February 2013, the FASB issued an update to existing guidance on the presentation of comprehensive income. This update requires disclosure of significant amounts reclassified out of accumulated other comprehensive income by component and their corresponding effect on the respective line items of net income. The Company adopted this update effective January 1, 2013 and it did not have a material impact on the condensed consolidated financial statements.

In July 2012, the FASB amended the Intangibles — Goodwill and Other Topic of the Accounting Standards Codification ("ASC") that allows entities to make a qualitative assessment of whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If, after assessing the relevant information, an entity determines it is more likely than not that the fair value is more than the carrying amount, no additional work is necessary. If an entity determines it is more likely than not that the fair value is less than the carrying amount, then the entity is required to proceed to the quantitative approach. The amended guidance is effective for the Company in the annual test in the fourth quarter of 2013 and adoption is not expected to impact consolidated financial condition or results of operations.

### 3. Acquisitions

#### 2012 Acquisitions

The Company completed four acquisitions in the fourth quarter 2012 for aggregate consideration of \$139.5 million. These acquisitions, all of which are included in the Drilling & Subsea segment, included:

- Syntech Technology, Inc. ("Syntech"), a Lorton, Virginia based manufacturer of syntactic foam buoyancy materials used for ROVs and other deepwater flotation applications;
- Wireline Solutions, LLC ("Wireline"), a Sanger, Texas based manufacturer of downhole completion tools, including composite plugs used for plug, perforate and fracture applications and wireline flow control products;
- Dynacon, Inc. ("Dynacon"), a Bryan, Texas based provider of launch and recovery systems used for the deployment of ROVs and high quality specialized cable and umbilical handling equipment; and
- Merrimac Manufacturing, Inc. ("Merrimac"), a Plantersville, Texas based manufacturer of consumable parts for drilling, well servicing and pressure pumping applications, including mud pump parts, power swivel parts and valves and seats for hydraulic fracturing pumps.

#### Contingent consideration from 2011 acquisitions

The total purchase consideration for two acquisitions completed in 2011, Wood Flowline Products, LLC ("WFP") and Phoenix Global, LLC ("Phoenix"), included two separate contingent consideration payments based on the acquired company's 2011 and 2012 calendar year earnings as defined in the purchase and sale agreements. The contingent consideration payment related to the WFP acquisition included a portion payable in shares. Upon resolution of the results of operations for WFP for the year ended December 31, 2011, the portion of the contingent consideration payable in shares of the Company's common stock was finalized and \$3.3 million was reclassified to equity in March 2012. The cash portion of the contingent consideration payments based on WFP and Phoenix's 2011 earnings in the amount of \$6.1 million and \$12.1 million, respectively, were paid during the quarter ended June 30, 2012.

The fair values of the remaining contingent consideration liabilities for WFP and Phoenix relating to the 2012 calendar year were finalized as of December 31, 2012, upon resolution of the 2012 calendar year earnings, at \$7.8 million and \$7.9 million, respectively, and are included in "Contingent consideration liability" in the condensed consolidated balance sheets. These amounts will be paid out during the quarter ended June 30, 2013.

### 4. Inventories

The Company's significant components of inventory at March 31, 2013 and December 31, 2012 were as follows (in thousands):

	March 31, 2013	December 31, 2012
Raw materials and parts	\$ 148,908	\$ 145,970
Work in process	65,732	86,558
Finished goods	234,610	243,726
Gross inventories	449,250	476,254
Inventory reserve	(20,937)	(21,125)
Inventories	<u>\$ 428,313</u>	<u>\$ 455,129</u>

## 5. Goodwill and intangible assets

### Goodwill

The changes in the carrying amount of goodwill from January 1, 2013 to March 31, 2013, were as follows (in thousands):

	Drilling & Subsea	Production & Infrastructure	Total
<b>Goodwill Balance at January 1, 2013 net</b>	\$ 616,520	\$ 79,279	\$ 695,799
Purchase accounting adjustment	208	—	208
Impact of non-U.S. local currency translation	(10,687)	(118)	(10,805)
<b>Goodwill Balance at March 31, 2013 net</b>	<u>\$ 606,041</u>	<u>\$ 79,161</u>	<u>\$ 685,202</u>

### Intangible assets

Intangible assets consisted of the following as of March 31, 2013 and December 31, 2012, respectively (in thousands):

	March 31, 2013			
	Gross carrying amount	Accumulated amortization	Net amortizable intangibles	Amortization period (in years)
Customer relationships	\$ 237,711	\$ (51,539)	\$ 186,172	4-15
Patents and technology	19,701	(4,764)	14,937	5-17
Non-compete agreements	5,793	(4,574)	1,219	3-6
Trade names	39,611	(8,824)	30,787	10-15
Distributor relationships	22,160	(10,334)	11,826	8-15
Trademark	5,230	—	5,230	Indefinite
<b>Intangible Assets Total</b>	<u>\$ 330,206</u>	<u>\$ (80,035)</u>	<u>\$ 250,171</u>	

	December 31, 2012			
	Gross carrying amount	Accumulated amortization	Net amortizable intangibles	Amortization period (in years)
Customer relationships	\$ 241,358	\$ (49,766)	\$ 191,592	4-15
Patents and technology	19,780	(4,360)	15,420	5-17
Non-compete agreements	5,880	(4,420)	1,460	3-6
Trade names	40,255	(8,680)	31,575	10-15
Distributor relationships	22,160	(10,018)	12,142	8-15
Trademark	5,230	—	5,230	Indefinite
<b>Intangible Assets Total</b>	<u>\$ 334,663</u>	<u>\$ (77,244)</u>	<u>\$ 257,419</u>	



## 6. Debt

Notes payable and lines of credit as of March 31, 2013 and December 31, 2012 consisted of the following (in thousands):

	March 31, 2013	December 31, 2012
Senior secured revolving credit facility	\$ 95,822	\$ 122,480
Term loan	292,500	296,250
Other debt	272	1,975
Total debt	388,594	420,705
Less: current maturities	(22,576)	(20,504)
Long-term debt	\$ 366,018	\$ 400,201

The Company has a senior secured credit facility ("Credit Facility") with several financial institutions as lenders, which provides for a \$600.0 million revolving credit facility with up to \$75.0 million available for letters of credit and up to \$25.0 million in swingline loans, and a term loan with an outstanding balance of \$292.5 million at March 31, 2013. The Credit Facility matures in October 2016. Weighted average interest rates under the Credit Facility (without the effect of hedging) at March 31, 2013 and December 31, 2012 were 2.20% and 2.21%, respectively.

Availability under the Credit Facility was approximately \$495.7 million at March 31, 2013. The Company was in compliance with all financial covenants at March 31, 2013.

### *Other debt*

Other debt consists primarily of upfront annual insurance premiums that have been financed.

## 7. Income taxes

The Company's effective tax rate for the three months ended March 31, 2013 and 2012 was 32.5% and 34.0%, respectively. The tax provision for the first quarter of 2013 is lower than the comparable period in 2012 primarily due to lower tax rates on earnings in non-U.S. jurisdictions.

## 8. Fair value measurements

The Company has interest rate swaps with a total notional amount of \$75.0 million that were executed to provide an economic hedge against the interest rate risk exposure. These swaps were not designated for hedge accounting at inception and are recorded at fair value, which is measured using the market approach valuation technique. These swaps have a fixed rate of 1.83% and expire in August 2013. The realized gains and losses are included in interest expense in the condensed consolidated statements of comprehensive income. At March 31, 2013 and December 31, 2012, the fair value of the swap agreements was recorded as a short-term liability of \$0.5 million and \$0.7 million, respectively.

In connection with the acquisitions of WFP and Phoinix, the total consideration included contingent consideration payments. The fair value of the contingent consideration for these acquisitions was estimated at the time of the respective acquisitions based on internal valuations of the expected earnings levels that the acquired companies were expected to achieve. The fair value was re-measured quarterly until finalized as of December 31, 2012 upon resolution of the 2012 calendar year earnings and the fair values are no longer variable after that time. These amounts will be paid out during the quarter ended June 30, 2013. Refer to Note 3, Acquisitions, for further discussion.

**Forum Energy Technologies, Inc. and subsidiaries**  
**Notes to consolidated financial statements (continued)**

There were no outstanding financial assets as of March 31, 2013 and December 31, 2012 that required measuring the amounts at fair value on a recurring basis. The following fair value hierarchy table presents information about the Company's financial liabilities measured at fair value on a recurring basis as of March 31, 2013 and December 31, 2012 (in thousands):

	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
<b>Balance as of March 31, 2013</b>				
<b>Liabilities</b>				
Interest rate derivatives	—	—	\$ 519	\$ 519
<b>Total Liabilities</b>	—	—	\$ 519	\$ 519
<b>Balance as of December 31, 2012</b>				
<b>Liabilities</b>				
Interest rate derivatives	—	—	\$ 714	\$ 714
<b>Total Liabilities</b>	—	—	\$ 714	\$ 714

Measurements of the interest rate derivative liabilities and contingent consideration are based on Level 3 inputs. The significant unobservable inputs relating to each fair value measurement is as follows:

*Interest rate derivatives.* The significant unobservable inputs to this fair value measurement include the projected future interest rates provided by the counterparties to the interest rate swap agreements and the fixed rates that the Company is obligated to pay under these agreements. The Company determines the value of derivative financial instruments using composite quotes obtained from market pricing services or, in certain cases, active-market quotes obtained from financial institutions.

At March 31, 2013, the carrying value of the Company's Credit Facility was \$388.3 million. Substantially all of the debt incurs interest at a variable interest rate and, therefore, the carrying amount approximates fair value. The fair value of the debt is classified as a Level 2 measurement because interest rates charged are similar to other financial instruments with similar terms and maturities.

The Company did not change its valuation techniques associated with recurring fair value measurements from prior periods and there were no transfers between levels of the fair value hierarchy during the three months ended March 31, 2013.

The following table sets forth a reconciliation of changes for the three months ended March 31, 2013 in the fair value of financial liabilities classified as Level 3 in the fair value hierarchy (in thousands):

	Interest rate derivatives
<b>Balance as of December 31, 2012</b>	\$ 714
<b>Total (Gains) or Losses (Realized or Unrealized):</b>	
Included in Earnings	(195)
Included in Other Comprehensive Income	—
Purchases, Issuances and Settlements	—
Transfers In and/or Out of Level 3	—
<b>Balance as of March 31, 2013</b>	\$ 519

## 9. Business segments

The Company's operations are divided into the following two operating segments, which are our reportable segments: Drilling & Subsea ("D&S") and Production & Infrastructure ("P&I"). The amounts indicated below as "Corporate" relate to costs and assets not allocated to the reportable segments. Summary financial data by segment follows (in thousands):

	Three Months Ended March 31,	
	2013	2012
<b>Revenue:</b>		
Drilling & Subsea	\$ 221,939	\$ 213,064
Production & Infrastructure	151,210	150,595
Intersegment eliminations	(150)	(170)
<b>Total Revenue</b>	<b>\$ 372,999</b>	<b>\$ 363,489</b>
<b>Operating income:</b>		
Drilling & Subsea	\$ 35,156	\$ 45,996
Production & Infrastructure	21,374	29,692
Corporate	(7,173)	(4,099)
<b>Total segment operating income</b>	<b>49,357</b>	<b>71,589</b>
Contingent consideration expense	—	1,000
Transaction expenses	9	355
Loss on sale of assets	135	21
<b>Income from operations</b>	<b>\$ 49,213</b>	<b>\$ 70,213</b>

A summary of consolidated assets by reportable segment is as follows (in thousands):

	March 31, 2013	December 31, 2012
<b>Assets</b>		
Drilling & Subsea	\$ 1,386,578	\$ 1,413,944
Production & Infrastructure	447,042	435,496
Corporate	37,915	43,540
<b>Total assets</b>	<b>\$ 1,871,535</b>	<b>\$ 1,892,980</b>

## 10. Earnings per share

The calculation of basic and diluted earnings per share for each period presented was as follows (dollars and shares in thousands, except per share amounts):

	Three Months Ended March 31,	
	2013	2012
<b>Net Income attributable to common stockholders</b>	\$ 31,940	\$ 42,482
Average shares outstanding (basic)	88,533	67,960
Common stock equivalents	5,823	6,781
Diluted shares	94,356	74,741
<b>Earnings per share</b>		
Basic earnings per share	\$ 0.36	\$ 0.63
Diluted earnings per share	\$ 0.34	\$ 0.57

The diluted earnings per share calculation excludes approximately 1.0 million and 0.1 million stock options for the three months ended March 31, 2013 and 2012, respectively, because they were anti-dilutive as the option exercise price was greater than the average market price of the common stock.

## 11. Commitments and contingencies

### *Litigation*

In the ordinary course of business, the Company is, and in the future, could be involved in various pending or threatened legal actions, some of which may or may not be covered by insurance. Management has reviewed such pending judicial and legal proceedings, the reasonably anticipated costs and expenses in connection with such proceedings, and the availability and limits of insurance coverage, and has established reserves that are believed to be appropriate in light of those outcomes that are considered to be probable and can be reasonably estimated. The reserves accrued at March 31, 2013 and 2012, respectively, are immaterial. In the opinion of management, the Company's ultimate liability, if any, with respect to these actions is not expected to have a material adverse effect on the Company's financial position, results of operations or cash flows.

## 12. Stockholders' equity

### *Warrants*

During the three months ended March 31, 2013, the Company's largest shareholder converted all of its 6,366,072 warrants pursuant to the terms of a warrant agreement and received 4,227,358 shares of the Company's common stock. As of March 31, 2013, approximately 382,000 warrants remained outstanding and were recorded to stockholders' equity at their fair value of \$1.94 per warrant, which was determined at the time of issuance.

The remaining warrants expire the earlier of October 11, 2014 or upon the occurrence of certain other events.

### *Share-based compensation*

During the three months ended March 31, 2013, the Company granted 342,880 options and 492,140 restricted stock and restricted stock units, which includes 110,720 performance share awards with a market condition. The stock options were granted on February 21, 2013 with an exercise price of \$26.05. Of the restricted stock and restricted stock units granted, 359,820 vest ratably over four years on the anniversary of the grant date. On February 21, 2013, 21,600 restricted stock and restricted stock units were granted to the non-employee members of the Board of Directors, which have a thirteen month vesting period from the date of grant. The performance share awards granted may settle for between zero and two shares of the Company's common stock. The number of shares issued pursuant to the performance share awards will be determined based on the total shareholder return of the Company's common stock as compared to a group of peer companies, measured annually over a three-year performance period.

**Forum Energy Technologies, Inc. and subsidiaries**  
**Notes to condensed consolidated financial statements (continued)**  
**(Unaudited)**

**13. Related party transactions**

The Company entered into lease agreements for office and warehouse space with former owners of acquired companies or affiliates of a stockholder. The dollar amounts related to these related party activities are not significant to the Company's consolidated financial statements.

The Company purchased inventory, services and fixed assets from an affiliate of a stockholder in amounts totaling \$1.9 million and \$1.4 million during the three months ended March 31, 2013 and 2012, respectively. The Company sold \$0.5 million and \$0.6 million of equipment and services to an affiliate of a stockholder during the three months ended March 31, 2013 and 2012, respectively.

## Management's Discussion and Analysis of Financial Condition and Results of Operations

### Item 2. Management's discussion and analysis of financial condition and results of operations

#### CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Company's control. All statements, other than statements of historical fact, included in this Quarterly Report on Form 10-Q regarding our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this Quarterly Report on Form 10-Q, the words "could," "believe," "anticipate," "intend," "estimate," "expect," "may," "continue," "predict," "potential," "project" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words.

Forward-looking statements may include statements about:

- business strategy;
- cash flows and liquidity;
- the volatility of oil and natural gas prices;
- our ability to successfully manage our growth, including risks and uncertainties associated with integrating and retaining key employees of the businesses we acquire;
- the availability of raw materials and specialized equipment;
- availability of skilled and qualified labor;
- our ability to accurately predict customer demand;
- competition in the oil and gas industry;
- governmental regulation and taxation of the oil and natural gas industry;
- environmental liabilities;
- political, social and economic issues affecting the countries in which we do business;
- our ability to deliver our backlog in a timely fashion;
- our ability to implement new technologies and services;
- availability and terms of capital;
- general economic conditions;
- benefits of our acquisitions;
- availability of key management personnel;
- operating hazards inherent in our industry;
- the continued influence of our largest shareholder;
- the ability to establish and maintain effective internal control over financial reporting;
- the ability to operate effectively as a publicly traded company;
- financial strategy, budget, projections and operating results;
- uncertainty regarding our future operating results; and
- plans, objectives, expectations and intentions contained in this report that are not historical.

All forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q. We disclaim any obligation to update or revise these statements unless required by law, and you should not place undue reliance on these forward-looking statements. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements we make in this Quarterly Report on Form 10-Q are reasonable, we can

give no assurance that these plans, intentions or expectations will be achieved. We disclose important factors that could cause our actual results to differ materially from our expectations in "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on March 5, 2013 and elsewhere in this Quarterly Report on Form 10-Q. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf.

## Overview

We are a global oilfield products company, serving the subsea, drilling, completion, production and infrastructure sectors of the oil and natural gas industry. We design, manufacture and distribute products, and engage in aftermarket services, parts supply and related services that complement our product offering. Our product offering includes a mix of highly engineered capital products and frequently replaced items that are consumed in the exploration, development, production and transportation of oil and natural gas. Our capital products are directed at: drilling rig equipment for new rigs, upgrades and refurbishment projects; subsea construction and development projects; the placement of production equipment on new producing wells; and downstream capital projects. Our engineered systems are critical components used on drilling rigs or in the course of subsea operations, while our consumable products are used to maintain efficient and safe operations at well sites in the well construction process, within the supporting infrastructure and at processing centers and refineries. Historically, a little more than half of our revenue is derived from activity-based consumable products, while the balance is derived from capital products and a small amount from rental and other services.

We seek to design, manufacture and supply reliable products that create value for our diverse customer base, which includes, among others, oil and gas operators, land and offshore drilling contractors, well stimulation and intervention service providers, subsea construction and service companies, and pipeline and refinery operators.

We operate in two business segments:

- *Drilling & Subsea segment.* We design and manufacture products and provide related services to the subsea, drilling, well construction, completion and intervention markets. Through this segment, we offer Subsea Technologies, including robotic vehicles and other capital equipment, specialty components and tooling, a broad suite of complementary subsea technical services and rental items, and applied products for subsea pipelines; Drilling Technologies, including capital equipment and a broad line of products consumed in the drilling and well intervention process; and Downhole Technologies, including cementing and casing tools, completion products, and a range of downhole protection solutions.
- *Production & Infrastructure segment.* We design and manufacture products and provide related equipment and services to the well stimulation, completion, production and infrastructure markets. Through this segment, we supply Flow Equipment, including well stimulation consumable products and related recertification and refurbishment services; Production Equipment, including well site production equipment, process equipment and specialty pipeline construction equipment; and Valve Solutions, which includes a broad range of industrial and process valves.

## Market Conditions

The demand for our products and services is ultimately driven by energy prices and the expectation of exploration and production companies as to future trends in those prices. Management believes that the long-term fundamentals underlying the global demand for energy, such as long-term economic and demographic trends, remain strong. The level of demand for our products and services is directly related to the capital budgets of our customers, which in turn are influenced heavily by the outlook for energy prices.

The table below shows average crude oil and natural gas prices for West Texas Intermediate crude oil (WTI), United Kingdom Brent crude oil (Brent), and Henry Hub natural gas:

	Three months ended		
	March 31,	December 31,	March 31,
	2013	2012	2012
<b>Average global oil, \$/bbl</b>			
West Texas Intermediate	\$ 94.30	\$ 88.17	\$ 102.99
United Kingdom Brent	\$ 111.36	\$ 107.16	\$ 111.55
<b>Average North American Natural Gas, \$/Mcf</b>			
Henry Hub	\$ 3.48	\$ 3.40	\$ 2.44

Crude oil prices appear adequate to generally maintain the current level of exploration and production activity, including the development of deepwater prospects, which stimulate demand for our subsea products and services. Current oil prices are also supporting a generally steady level of oil related activity, both offshore and onshore. Despite recent improvement, low levels of North American natural gas prices have negatively impacted certain areas of our business, principally those tied to products and services we provide to the pressure pumping service sector and the land based drilling industry. At the same time, abundant natural gas at relatively lower prices appears to be leading to redevelopment of U.S. petrochemical and process industry facilities, resulting in steady demand for our valve products.

Corresponding to the commodity price levels, the average active rig count data below, based on the weekly Baker Hughes Incorporated rig count, reflects a broad measure of industry activity and resultant demand for our drilling and production related products and services.

	Three months ended		
	March 31,	December 31,	March 31,
	2013	2012	2012
<b>Active Rigs by Location</b>			
United States	1,758	1,809	1,990
Canada	531	369	584
International	1,274	1,260	1,189
<b>Global Active Rigs</b>	<b>3,563</b>	<b>3,438</b>	<b>3,763</b>
<b>Land vs. Offshore Rigs</b>			
Land	3,194	3,085	3,410
Offshore	369	353	353
<b>Global Active Rigs</b>	<b>3,563</b>	<b>3,438</b>	<b>3,763</b>
<b>U.S. Commodity Target</b>			
Oil/Gas	1,330	1,383	1,263
Gas	424	423	722
Unclassified	4	3	5
<b>Total U.S. Rigs</b>	<b>1,758</b>	<b>1,809</b>	<b>1,990</b>
<b>U.S. Well Path</b>			
Horizontal	1,126	1,110	1,172
Vertical	440	507	601
Directional	192	192	217
<b>Total U.S. Active Rigs</b>	<b>1,758</b>	<b>1,809</b>	<b>1,990</b>

The average U.S. rig count declined 3% from the fourth quarter 2012. As a result, demand for both consumable and capital products for drilling rigs and our flow equipment are experiencing a slow recovery.



There has been increased activity in the expansion and upgrade of refinery and petrochemical facilities and pipeline integrity efforts. These projects have generated steady levels of demand for our valve products. In addition, we have continued to see strong demand in our Production Equipment product line, and we have recently received increased orders for our Subsea vehicles and component parts.

## **Results of operations**

We have grown our business both organically and through strategic acquisitions, including four acquisitions in the fourth quarter 2012. For additional information about these acquisitions, see Note 3 to the condensed consolidated financial statements in Item 1 of Part I of this quarterly report. For this reason, our results of operations for the 2013 period presented may not be comparable to historical results of operations for the 2012 period.

**Three months ended March 31, 2013 compared with three months ended March 31, 2012**

	Three Months Ended March 31,		Favorable / (Unfavorable)	
	2013	2012	\$	%
(in thousands of dollars, except per share information)				
<b>Revenue:</b>				
Drilling & Subsea	\$ 221,939	\$ 213,064	\$ 8,875	4.2 %
Production & Infrastructure	151,210	150,595	615	0.4 %
Eliminations	(150)	(170)	20	11.8 %
<b>Total revenue</b>	<b>\$ 372,999</b>	<b>\$ 363,489</b>	<b>\$ 9,510</b>	<b>2.6 %</b>
<b>Operating income:</b>				
Drilling & Subsea	\$ 35,156	\$ 45,996	\$ (10,840)	(23.6)%
Operating income margin %	15.8%	21.6%		
Production & Infrastructure	21,374	29,692	(8,318)	(28.0)%
Operating income margin %	14.1%	19.7%		
Corporate	(7,173)	(4,099)	(3,074)	(75.0)%
<b>Total segment operating income</b>	<b>\$ 49,357</b>	<b>\$ 71,589</b>	<b>\$ (22,232)</b>	<b>(31.1)%</b>
Operating income margin %	13.2%	19.7%		
Contingent consideration expense	—	1,000	1,000	*
Transaction expenses	9	355	346	97.5 %
Loss on sale of assets	135	21	(114)	*
<b>Income from operations</b>	<b>49,213</b>	<b>70,213</b>	<b>(21,000)</b>	<b>(29.9)%</b>
Interest expense, net	3,363	5,786	2,423	41.9 %
Foreign exchange (gains) losses and other, net	(1,467)	31	1,498	*
<b>Other (income) expense, net</b>	<b>1,896</b>	<b>5,817</b>	<b>3,921</b>	<b>67.4 %</b>
<b>Income before income taxes</b>	<b>47,317</b>	<b>64,396</b>	<b>(17,079)</b>	<b>(26.5)%</b>
Income tax expense	15,379	21,885	6,506	29.7 %
<b>Net income</b>	<b>31,938</b>	<b>42,511</b>	<b>(10,573)</b>	<b>(24.9)%</b>
<b>Less: Income attributable to non-controlling interest</b>	<b>(2)</b>	<b>29</b>	<b>(31)</b>	<b>*</b>
<b>Income attributable to common stockholders</b>	<b>\$ 31,940</b>	<b>\$ 42,482</b>	<b>\$ (10,542)</b>	<b>(24.8)%</b>
Weighted average shares outstanding				
Basic	88,533	67,960		
Diluted	94,356	74,741		
Earnings per share				
Basic	\$ 0.36	\$ 0.63		
Diluted	\$ 0.34	\$ 0.57		
* not meaningful				

## **Revenue**

Our revenue for the three months ended March 31, 2013 increased \$9.5 million, or 2.6%, to \$373.0 million compared to the three months ended March 31, 2012. For the three months ended March 31, 2013, our Drilling & Subsea segment and our Production & Infrastructure segment comprised 59.5% and 40.5% of our total revenue, respectively, which was consistent with the three months ended March 31, 2012. The revenue increase by operating segment consisted of the following:

*Drilling & Subsea segment* — Revenue increased \$8.9 million, or 4.2%, to \$221.9 million during the three months ended March 31, 2013 compared to the three months ended March 31, 2012. The four acquisitions in the fourth quarter 2012 contributed \$27.8 million of higher revenue for the Drilling & Subsea segment in the first quarter of 2013, partially offset by decreases in demand for the Drilling Technologies product line resulting from the 11% decline in the North America rig activity.

*Production & Infrastructure segment* — Revenue increased \$0.6 million, or 0.4%, to \$151.2 million during the three months ended March 31, 2013 compared to the three months ended March 31, 2012. During the first quarter of 2013, shipments in our Production Equipment and Valve Solution product lines increased \$20.2 million compared to the same period in the prior year, as we continue to invest in increasing production capacity to meet strong market demand for both of these product lines. Our Flow Equipment product line experienced a decrease in revenue as orders from our customers remain at significantly lower levels and we achieved record shipments in the first quarter 2012.

## **Segment operating income and segment operating margin percentage**

Segment operating income for the three months ended March 31, 2013 decreased \$22.2 million, or 31.1%, to \$49.4 million compared to the three months ended March 31, 2012. The segment operating margin percentage is calculated by dividing segment operating income by revenue for the period. For the three months ended March 31, 2013, the segment operating margin percentage of 13.2% represents a decline of 650 basis points from the 19.7% operating margin percentage for three months ended March 31, 2012. The decline in operating margin percentage in each segment was derived as follows:

*Drilling & Subsea segment* — The operating margin percentage decreased 580 basis points to 15.8% for the three months ended March 31, 2013, from 21.6% for the three months ended March 31, 2012. The declines in operating margin percentage in the Drilling & Subsea segment occurred primarily in the Drilling Technologies product line. As a result of lower activity levels, which generally result in lower margins due to certain fixed costs, and due to production challenges specific to our tubular handling products. The Downhole Technologies product line has experienced margin pressure as we continue to invest in enhancements to manufacturing throughput. The operating margin percentage in the Subsea Technologies product line improved slightly on higher activity levels and as a result of the recent acquisitions. The operating margin percentage for the Drilling & Subsea segment improved 130 basis points sequentially from the fourth quarter 2012.

*Production & Infrastructure segment* — Operating margin percentage declined 560 basis points to 14.1% for the three months ended March 31, 2013, from 19.7% for the three months ended March 31, 2012. The declines in operating margin percentage in the Production & Infrastructure segment are attributable to lower margins in the Flow Equipment product line as both the Production Equipment and Valve Solutions product lines achieved higher margins in the quarter. In our Flow Equipment product line, we continue to experience lower margins on significantly lower activity levels, and during the quarter, we have experienced increased competition on price as we believe some of our competitors are aggressively marketing excess inventories. The operating margin percentage for the Production & Infrastructure segment improved 210 basis points sequentially from the fourth quarter 2012.

*Corporate* — Selling, general and administrative expenses for Corporate increased by \$3.1 million, or 75.0%, for the three months ended March 31, 2013 compared to the three months ended March 31, 2012, which was before our initial public offering, due to higher personnel costs and various professional fees primarily related to costs associated with being a publicly traded company and complying with applicable regulations. Corporate costs included, among other items, payroll related costs for general management and management of finance and administration, legal, human resources and information technology; professional fees for legal, accounting and related services; and marketing costs.

## ***Other items***

Several items are not included in segment operating income, but are included in total operating income. These items include: contingent consideration, transaction expenses and gains/losses from the sale of assets. The contingent consideration expense we incurred during the three months ended March 31, 2012 was related to two acquisitions in 2011 in the Flow Equipment product line in which part of the purchase price was payable in cash and/or shares of the our common stock based on the earnings of the acquired entities through the end of 2012. The change in the amount of the accrual was recorded as part of operating income, and higher projected earnings of the acquired entities at the time resulted in a decrease to operating income of \$1 million for the three months ended March 31, 2012. Transaction expenses relate to legal and other advisory costs incurred in acquiring businesses and are not considered to be part of segment operating income. These costs were not significant for the three months ended March 31, 2013 and 2012.

## ***Interest expense***

We incurred \$3.4 million of interest expense during the three months ended March 31, 2013, a decrease of \$2.4 million from the three months ended March 31, 2012. The decrease in interest expense was attributable to a lower debt level as we repaid a portion of our debt from the net proceeds of our initial public offering and concurrent private placement during the second quarter 2012, partially offset by an increase in debt levels incurred to finance the four acquisitions in the fourth quarter 2012.

## ***Taxes***

Tax expense includes current income taxes expected to be due based on taxable income to be reported during the periods in the various jurisdictions in which we conduct business, and deferred income taxes based on changes in the tax effect of temporary differences between the bases of assets and liabilities for financial reporting and tax purposes at the beginning and end of the respective periods. The effective tax rate, calculated by dividing total tax expense by income before income taxes, was 32.5% and 34.0% for the three months ended March 31, 2013 and 2012, respectively. The tax provision for the three months ended March 31, 2013 is lower than the comparable period in 2012 primarily due to lower tax rates on earnings in non-U.S. jurisdictions.

## **Liquidity and capital resources**

### ***Sources and uses of liquidity***

At March 31, 2013, we had cash and cash equivalents of \$26.9 million and total debt of \$388.6 million. We believe that cash on hand, cash generated from operations and amounts available under the senior secured credit facility (the "Credit Facility") will be sufficient to fund operations, working capital needs, capital expenditure requirements and financing obligations for the foreseeable future.

Our total 2013 capital expenditure budget is approximately \$64.0 million, which consists of, among other items, investments in constructing or expanding certain manufacturing facilities, purchasing of machinery and equipment, expanding our rental fleet of subsea equipment, and general maintenance capital expenditures of approximately \$25.0 million. This budget does not include possible expenditures for future business acquisitions.

Although we do not budget for acquisitions, pursuing growth through acquisitions is a significant part of our business strategy. We expanded and diversified our product portfolio with the acquisition of four businesses in 2012 for total consideration (net of cash acquired) of approximately \$139.5 million. We used cash on hand and borrowings under the Credit Facility to finance these acquisitions. We continue to actively review acquisition opportunities on an ongoing basis. Our ability to make significant additional acquisitions for cash may require us to obtain additional equity or debt financing, which we may not be able to obtain on terms acceptable to us or at all.

Our cash flows for the three months ended March 31, 2013 and 2012 are presented below (in millions):

	Three Months Ended March 31,			
	2013		2012	
Net cash provided by operating activities	\$	28.5	\$	20.9
Net cash used in investing activities		(11.4)		(13.8)
Net cash used in financing activities		(28.9)		(9.2)
Net decrease in cash and cash equivalents	\$	(14.1)	\$	(4.7)

***Cash flows provided by operating activities***

Net cash provided by operating activities was \$28.5 million and \$20.9 million for the three months ended March 31, 2013 and 2012, respectively. While net income decreased to \$31.9 million for the three months ended March 31, 2013 from \$42.5 million for the three months ended March 31, 2012, cash provided by operations increased as a result of lower incremental investments in working capital, primarily inventory, as compared to the prior year.

***Cash flows used in investing activities***

Net cash used in investing activities was \$11.4 million and \$13.8 million for the three months ended March 31, 2013 and 2012, respectively, a \$2.3 million decrease. The decrease was attributable to a lower investment in property and equipment of \$10.1 million during the three months ended March 31, 2013 compared an investment of \$12.3 million during the three months ended March 31, 2012. Additionally, \$1.5 million was used to settle working capital adjustments arising from the four fourth quarter 2012 acquisitions during the three months ended March 31, 2013 compared with \$2.8 million used for acquisitions in the three months ended March 31, 2012.

***Cash flows provided by (used in) financing activities***

Net cash used in financing activities was \$28.9 million for the three months ended March 31, 2013, compared to \$9.2 million for the three months ended March 31, 2012. The increase in cash used in financing activities was primarily due to a larger net pay down on a portion of the outstanding borrowings under the revolving portion of the Credit Facility during the three months ended March 31, 2013 compared to the prior year.

***Credit Facility***

Our Credit Facility with several financial institutions as lenders provides for a \$600.0 million revolving credit facility with up to \$75.0 million available for letters of credit and up to \$25.0 million in swingline loans, and a term loan with an outstanding balance of \$292.5 million at March 31, 2013. The Credit Facility matures in October 2016. Weighted average interest rates under the Credit Facility (without the effect of hedging) at March 31, 2013 and December 31, 2012 were 2.20% and 2.21%, respectively.

Future borrowings under the revolving portion of the Credit Facility will be available for working capital and other general corporate purposes, including permitted acquisitions. It is anticipated that the revolving portion of the Credit Facility will be available to be drawn on and repaid during the term thereof as long as we are in compliance with the terms of the credit agreement, including certain financial covenants.

Availability under the Credit Facility, giving effect to the financial covenants provided therein, was approximately \$495.7 million at March 31, 2013. We were in compliance with all financial covenants at March 31, 2013 and December 31, 2012.

***Off-balance sheet arrangements***

As of March 31, 2013, we had no off-balance sheet instruments or financial arrangements, other than operating leases entered into in the ordinary course of business.

***Contractual obligations***

Except for the repayment of a portion of outstanding borrowings under the revolving portion of the Credit Facility as discussed above, there have been no material changes in our contractual obligations and commitments disclosed in the Annual Report.

## **Critical accounting policies and estimates**

There have been no material changes in our critical accounting policies and procedures during the three months ended March 31, 2013. For a detailed discussion of our critical accounting policies and estimates, refer to our 2012 Annual Report on Form 10-K.

## **Recent accounting pronouncements**

In December 2011, the FASB issued Accounting Standards Update ("ASU") 2011-11— "Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities" ("ASU 2011-11") and in January 2013, the FASB issued ASU 2013-01— "Balance Sheet (Topic 210): Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities" ("ASU 2013-01"). The issuance of ASU 2013-01 limited the scope of ASU 2011-11 to derivatives, repurchase agreements and securities lending transactions to the extent that they are offset in the financial statements or subject to an enforceable master netting or similar agreement. The Company adopted this update effective January 1, 2013 and it did not have a material impact on the condensed consolidated financial statements.

In February 2013, the FASB issued an update to existing guidance on the presentation of comprehensive income. This update requires disclosure of significant amounts reclassified out of accumulated other comprehensive income by component and their corresponding effect on the respective line items of net income. The Company adopted this update effective January 1, 2013 and it did not have a material impact on the condensed consolidated financial statements.

In July 2012, the FASB amended the Intangibles — Goodwill and Other Topic of the Accounting Standards Codification ("ASC") that allows entities to make a qualitative assessment of whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If, after assessing the relevant information, an entity determines it is more likely than not that the fair value is more than the carrying amount, no additional work is necessary. If an entity determines it is more likely than not that the fair value is less than the carrying amount, then the entity is required to proceed to the quantitative approach. The amended guidance is effective for the Company in the annual test in the fourth quarter of 2013 and adoption is not expected to impact consolidated financial condition or results of operations.

**Item 3. Quantitative and qualitative disclosures about market risk**

We are currently exposed to market risk from changes in foreign currency and changes in interest rates. From time to time, we may enter into derivative financial instrument transactions to manage or reduce our market risk, but we do not enter into derivative transactions for speculative purposes.

There have been no significant changes to our market risk since December 31, 2012. For a discussion of our exposure to market risk, refer to Part II, Item 7(a), "Quantitative and Qualitative Disclosures About Market Risk," in our 2012 Annual Report on Form 10-K

**Item 4. Controls and Procedures****Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures (as defined under Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Our management, under the supervision and with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b) as of March 31, 2013. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2013 to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Our disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting during the quarter ended March 31, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II — OTHER INFORMATION****Item 1. Legal Proceedings**

Refer to Note 11, Commitments and Contingencies, in Part I, Item 1, *Financial Statements*, for a discussion of our legal proceedings, which is incorporated into this Item 1 of Part II by reference.

**Item 1A. Risk Factors**

For additional information about our risk factors, see "Risk Factors" in Item 1A of our Annual Report.

## Item 6. Exhibits

Exhibit Number	DESCRIPTION
10.1*	— Form of Restricted Stock Unit Agreement (Directors).
10.2*	— Form of Restricted Stock Agreement (Directors).
10.3*	— Form of Restricted Stock Unit Agreement (Employees and Consultants).
10.4*	— Form of Nonstatutory Stock Option Agreement (Employees and Consultants).
10.5*	— Form of Performance Share Award Agreement (Employees and Consultants).
10.6*	— Forum Energy Technologies, Inc. Deferred Compensation and Restoration Plan.
31.1*	— Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	— Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	— Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	— Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS**†	— XBRL Instance Document.
101.SCH**†	— XBRL Taxonomy Extension Schema Document.
101.CAL**†	— XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB**†	— XBRL Taxonomy Extension Label Linkbase Document.
101.PRE**†	— XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF**†	— XBRL Taxonomy Extension Definition Linkbase Document.

\* Filed herewith.

\*\* Furnished herewith.

†Pursuant to Rule 406T of Regulation S-T, the Interactive data Files in the Exhibit 101 hereto are not deemed filed or part of any registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are not deemed filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.



## SIGNATURES

As required by Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has authorized this report to be signed on its behalf by the undersigned authorized individuals.

### FORUM ENERGY TECHNOLOGIES, INC.

Date: May 3, 2013

By: /s/ James W. Harris

James W. Harris

Senior Vice President and Chief Financial Officer

(As Duly Authorized Officer and Principal Financial Officer)

By: /s/ Tylar K. Schmitt

Tylar K. Schmitt

Vice President and Corporate Controller

(As Duly Authorized Officer and Principal Accounting Officer)

For Use Only for February 2013 Awards

**FORUM ENERGY TECHNOLOGIES, INC.  
2010 STOCK INCENTIVE PLAN**

**2013 NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Date of Grant”), between Forum Energy Technologies, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Director”).

1. **Award.** Pursuant to the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan (the “Plan”), the Director is hereby awarded \_\_\_\_\_ units (the “RSUs”) evidencing the right to receive an equivalent number of shares of the Company’s common stock, par value \$.01 per share (the “Common Stock”), subject to certain restrictions thereon. The Director acknowledges receipt of a copy of the Plan, and agrees that this award of RSUs shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof. Capitalized terms used in this Agreement that are not defined herein shall have the meanings given to them in the Plan.

2. **Forfeiture Restrictions and Assignment.**

(a) **Restrictions.** The RSUs may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, and in the event of termination of the Director’s service on the Board for any reason whatsoever, the Director shall, for no consideration, forfeit all unvested RSUs. The obligation to forfeit RSUs upon termination of service as provided in the preceding sentence is herein referred to as the “Forfeiture Restrictions.”

(b) **Lapse of Forfeiture Restrictions.** Provided that the Director has served continuously on the Board from the Date of Grant through [insert date---13 months following the Date of Grant], the Forfeiture Restrictions shall lapse. Notwithstanding the foregoing, if a Change in Control occurs and the Director has served continuously on the Board from the Date of Grant to the date upon which such Change in Control occurs, then the Forfeiture Restrictions shall lapse with respect to the RSUs on the date upon which such Change in Control occurs.

3. **Settlement and Delivery of Stock.** Settlement of RSUs shall be made no later than 15 days after the lapse of Forfeiture Restrictions, or, if the RSUs have been deferred, in accordance with the terms of the 2013 Restricted Stock Unit Deferral and Distribution Election Form (distributed separately from this Agreement). Settlement will be made by issuance of shares of Common Stock. Notwithstanding the foregoing, the Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order

to cause the issuance of shares of Common Stock to comply with any such law, rule, regulation or agreement.

4. **Shareholder Rights.** The Director shall have no rights to dividends or other rights of a shareholder with respect to shares of Common Stock subject to this award of RSUs unless and until such time as the award has been settled by the issuance of shares of Common Stock to the Director. The Director shall have the right to receive a cash dividend equivalent payment with respect to the RSUs for the period beginning on the Date of Grant and ending on the date the shares of Common Stock are issued to the Director in settlement of the RSUs, which shall be payable at the same time as cash dividends on Common Stock are paid to Company stockholders.

5. **Corporate Acts.** The existence of the RSUs shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. The prohibitions of Section 2(a) hereof shall not apply to the transfer of RSUs pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions.

6. **Binding Effect; Survival.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Director.

7. **Amendment.** Any modification of this Agreement shall be effective only if it is in writing and signed by both the Director and an authorized officer of the Company.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Director has executed this Agreement, all as of the date first above written.

FORUM ENERGY TECHNOLOGIES, INC.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**DIRECTOR**

\_\_\_\_\_

**FORUM ENERGY TECHNOLOGIES, INC.  
2010 STOCK INCENTIVE PLAN**

**2012 NON-EMPLOYEE DIRECTOR RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (this “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Date of Grant”), between Forum Energy Technologies, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Director”).

1. **Award**. Pursuant to the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan (the “Plan”), as of the Date of Grant, \_\_\_\_\_ shares (the “Restricted Shares”) of the Company’s common stock, par value \$.01 per share, shall be issued as hereinafter provided in the Director’s name subject to certain restrictions thereon. The Director acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Shares shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof.

2. **Definitions**. Capitalized terms used in this Agreement that are not defined below or in the body of this Agreement shall have the meanings given to them in the Plan. In addition to the terms defined in the body of this Agreement, the following capitalized words and terms shall have the meanings indicated below:

- (a) “Earned Shares” means the Restricted Shares after the lapse of the Forfeiture Restrictions without forfeiture.
- (b) “Forfeiture Restrictions” shall have the meaning specified in Section 3(a) hereof.
- (c) “Securities Act” means the Securities Act of 1933, as amended.

3. **Restricted Shares**. The Director hereby accepts the Restricted Shares when issued and agrees with respect thereto as follows:

(a) **Forfeiture Restrictions**. The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of and in the event of termination of the Director’s service on the Board for any reason whatsoever, the Director shall, for no consideration, forfeit all unvested Restricted Shares. The obligation to forfeit and surrender Restricted Shares to the Company upon termination of service as provided in the preceding sentence is herein referred to as the “Forfeiture Restrictions.” The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

(b) **Lapse of Forfeiture Restrictions**. Provided that the Director served continuously on the Board from the Date of Grant through March 21, 2014, the Forfeiture Restrictions shall lapse. Notwithstanding the foregoing, if a Change in Control occurs and the Director has served continuously on the Board from the Date of Grant to the date upon which such Change in Control occurs, then the Forfeiture Restrictions shall lapse with respect to the Restricted Shares on the date upon which such Change in Control occurs.

(c) **Certificates.** A certificate evidencing the Restricted Shares shall be issued by the Company in the Director's name, pursuant to which the Director shall have all of the rights of a stockholder of the Company with respect to the Restricted Shares, including, without limitation, voting rights and the right to receive dividends (provided, however, that dividends paid in shares of the Company's stock shall be subject to the Forfeiture Restrictions and further provided that dividends that are paid other than in shares of the Company's stock shall be paid no later than the end of the calendar year in which the dividend for such class of stock is paid to stockholders of such class or, if later, the 15th day of the third month following the date the dividend is paid to stockholders of such class of stock). Notwithstanding the foregoing, the Company may, in its discretion, elect to complete the delivery of the Restricted Shares by means of electronic, book-entry statement, rather than issuing physical share certificates. The Director may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of the stock until the Forfeiture Restrictions have expired, and a breach of the terms of this Agreement shall cause a forfeiture of the Restricted Shares. The certificate, if any, shall be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture of such Restricted Shares occurs or the Forfeiture Restrictions lapse pursuant to the terms of the Plan and this Agreement. At the Company's request, the Director shall deliver to the Company a stock power, endorsed in blank, relating to the Restricted Shares. Upon the lapse of the Forfeiture Restrictions without forfeiture, the Company shall cause a new certificate or certificates to be issued without legend (except for any legend required pursuant to applicable securities laws or any agreement to which the Director is a party) in the name of the Director in exchange for the certificate evidencing the Restricted Shares or, as may be the case, the Company shall issue appropriate instructions to the transfer agent if the electronic, book-entry method is utilized.

(d) **Corporate Acts.** The existence of the Restricted Shares shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. The prohibitions of Section 3(a) hereof shall not apply to the transfer of Restricted Shares pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions and provisions governing the lapsing of such Forfeiture Restrictions applicable to the original Restricted Shares for all purposes of this Agreement, and the certificates, if any, representing such stock, securities or other property shall be legended to show such restrictions.

4. **Status of Stock.** The Director understands that at the time of the execution of this Agreement the sale of the Restricted Shares has not been registered under the Securities Act or any state securities law and that the Company does not currently intend to effect any such registration.

The Director agrees that the Restricted Shares and the Earned Shares when issued under this Agreement are being acquired for investment without a view to distribution, within the meaning of the Securities Act, and shall not be sold, transferred, assigned, pledged or hypothecated in the

absence of (a) an effective registration statement for the sale of such shares under the Securities Act and applicable state securities laws or (b) if requested by the Company, the delivery by the Director to the Company of a written opinion of legal counsel, who shall be satisfactory to the Company, addressed to the Company and satisfactory in form and substance to the Company's counsel, to the effect that an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws is available. The Director also agrees that the Restricted Shares and Earned Shares issued under this Agreement will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws.

In addition, the Director agrees that (a) the certificates, if any, representing the Restricted Shares and Earned Shares may bear such legend or legends as the Committee deems appropriate in order to reflect the Forfeiture Restrictions and to assure compliance with applicable securities laws, (b) the Company may refuse to register the transfer of the Restricted Shares or Earned Shares on the stock transfer records of the Company if such proposed transfer would constitute a violation of the Forfeiture Restrictions or, in the opinion of counsel satisfactory to the Company, of any applicable securities law, and (c) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Restricted Shares.

5. **Notices.** Any notices or other communications provided for in this Agreement shall be sufficient if in writing. In the case of the Director, such notices or communications shall be effectively delivered if hand delivered to the Director at the Director's principal place of service or if sent by registered or certified mail to the Director at the last address the Director has filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by registered or certified mail to the Company at its principal executive offices.

6. **Binding Effect; Survival.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Director. The provisions of Section 4 shall survive the lapse of the Forfeiture Restrictions without forfeiture.

7. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Restricted Shares granted hereby. Without limiting the scope of the preceding sentence, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement shall be effective only if it is in writing and signed by both the Director and an authorized officer of the Company.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Director has executed this Agreement, all as of the date first above written.

**FORUM ENERGY TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
C. Christopher Gaut  
Chairman & Chief Executive Officer

**DIRECTOR**

\_\_\_\_\_



**FORUM ENERGY TECHNOLOGIES, INC.  
2010 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Date of Grant”), between Forum Energy Technologies, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Employee”).

1. **Award.** Pursuant to the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan (the “Plan”), the Employee is hereby awarded \_\_\_\_\_ units (the “RSUs”) evidencing the right to receive an equivalent number of shares of the Company’s common stock, par value \$.01 per share (the “Common Stock”), subject to certain restrictions thereon. The Employee acknowledges receipt of a copy of the Plan, and agrees that this award of RSUs shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof. Capitalized terms used in this Agreement that are not defined herein shall have the meanings given to them in the Plan.

2. **Forfeiture Restrictions and Assignment.**

(a) **Restrictions.** The RSUs may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, and except as otherwise provided in Section 3, in the event of the Employee’s termination of employment for any reason whatsoever, the Employee shall, for no consideration, forfeit all unvested RSUs. The obligation to forfeit unvested RSUs upon termination of employment as provided in the preceding sentence is herein referred to as the “Forfeiture Restrictions.”

(b) **Lapse of Forfeiture Restrictions.** Provided that the Employee has been continuously employed by the Company or any of its Affiliates (collectively, the “Company Group”) from the Date of Grant through the lapse date set forth in the following schedule, the Forfeiture Restrictions shall lapse and the RSUs shall otherwise become vested with respect to a percentage of the RSUs determined in accordance with the following schedule:

<u>Vesting Date</u>	<u>Additional Percentage of Total Number of RSUs Vesting on Vesting Date</u>
First Anniversary of Date of Grant	25%
Second Anniversary of Date of Grant	25%
Third Anniversary of Date of Grant	25%
Fourth Anniversary of Date of Grant	25%

Notwithstanding the foregoing, if a Change in Control occurs and the Employee has remained continuously employed by a member of the Group Company from the Date of Grant to the date upon which such Change in Control occurs, then the Forfeiture Restrictions shall lapse with respect to 100% of the RSUs on the date upon which such Change in Control occurs and the shares of Common Stock in respect of the vested RSUs shall be issued to the Employee thirty (30) days after

the effective date of the Change in Control. Except as otherwise provided in Section 3, any RSUs with respect to which the Forfeiture Restrictions do not lapse in accordance with the preceding provisions of this Section 2(b) shall be forfeited to the Company for no consideration as of the date of the termination of the Employee's employment with the Company.

### 3. **Termination of Employment.**

(a) **Death or Disability.** If the Employee's employment with the Company Group is terminated by reason of death or the Employee becomes Disabled (as defined below), to the extent not previously vested pursuant to Section 2(a) above, each quarter of the RSUs described in Section 2(a) that are unvested as of the date of the Employee's death or Disability, as applicable, shall become vested in a pro rata amount determined by a fraction with respect to each unvested quarter of the RSUs, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of the Employee's death or Disability, as applicable, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the corresponding anniversary of the date on which each such unvested quarter of the RSUs would have vested pursuant to Section 2(a). Any remaining unvested RSUs shall be forfeited. The shares of Common Stock in respect of the vested RSUs shall be issued to the Employee thirty (30) days after the Employee's death or Disability, as applicable. For purposes of this Section 3(a), an Employee shall become "**Disabled**" or have a "**Disability**" on the date that the Employee becomes eligible for long-term disability benefits pursuant to the Company's long-term disability plan.

(b) **Retirement.** If the Employee's employment with the Company Group is terminated by reason of Retirement (as defined below), to the extent not previously vested pursuant to Section 2(a) above, each quarter of the RSUs described in Section 2(a) that are unvested as of the date of the Employee's Retirement shall become vested in a pro rata amount determined by a fraction with respect to each unvested quarter of the RSUs, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of the Employee's Retirement, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the corresponding anniversary of the date on which each such unvested quarter of the RSUs would have vested pursuant to Section 2(a). The shares of Common Stock in respect of the vested RSUs shall be issued to the Employee thirty (30) days after the date of the Employee's Retirement. For purposes of this Section 3(b), "**Retirement**" shall mean termination of the Employee's service relationship with all members of the Company Group which is specifically determined by the Committee to constitute Retirement.

4. **Settlement and Delivery of Stock.** Except as otherwise provided in Section 2(b) or 3, settlement of RSUs shall be made no later than 15 days after the lapse of Forfeiture Restrictions. Settlement will be made by issuance of shares of Common Stock. Notwithstanding the foregoing, the Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the issuance of shares of Common Stock to comply with any such law, rule, regulation or agreement.

5. **Shareholder Rights.** The Employee shall have no rights to dividends or other rights of a shareholder with respect to shares of Common Stock subject to this award of RSUs unless and until such time as the award has been settled by the issuance of shares of Common Stock to the Employee. The Employee shall have the right to receive a cash dividend equivalent payment with respect to the RSUs for the period beginning on the Date of Grant and ending on the date the shares of Common Stock are issued to the Employee in settlement of the RSUs, which shall be payable at the same time as cash dividends on Common Stock are paid to Company stockholders.

6. **Corporate Acts.** The existence of the RSUs shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. The prohibitions of Section 2(a) hereof shall not apply to the transfer of RSUs pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions.

7. **Withholding of Tax.** To the extent that the settlement of RSUs results in compensation income or wages to the Employee for federal, state, local or foreign tax purposes, the Company shall withhold an appropriate number of shares of Common Stock, having a Fair Market Value determined in accordance with the Plan, equal to the amount necessary to satisfy the minimum federal, state, local and foreign tax withholding obligation with respect to the settled RSUs. The issuance of shares of Common Stock described in Section 4 will be net of such shares of Common Stock that are withheld to satisfy applicable taxes pursuant to this Section 7. In lieu of withholding of shares of Common Stock, the Committee may, in its discretion, authorize tax withholding to be satisfied by a cash payment to the Company, by withholding an appropriate amount of cash from base pay, or by such other method as the Committee determines may be appropriate to satisfy all obligations for withholding of such taxes. The Employee acknowledges and agrees that the Company is making no representation or warranty as to the tax consequences to the Employee as a result of the receipt of the RSUs, the lapse of any Forfeiture Restrictions or the issuance of shares of Common Stock pursuant thereto, or the forfeiture of any RSUs pursuant to the Forfeiture Restrictions.

8. **Employment Relationship.** For purposes of this Agreement, the Employee shall be considered to be in the employment of the Company as long as the Employee remains an employee of the Company Group. Without limiting the scope of the preceding sentence, it is specifically provided that the Employee shall be considered to have terminated employment with the Company Group at the time of the termination of the “Affiliate” status of the entity or other organization that employs the Employee. Nothing in the adoption of the Plan, nor the award of the RSUs thereunder pursuant to this Agreement, shall confer upon the Employee the right to continued employment by the Company Group or affect in any way the right of the Company Group to terminate such employment at any time. Unless otherwise provided in a written employment agreement or by applicable law, the Employee’s employment by the Company shall be on an at-will basis, and the employment relationship may be terminated at any time by either the Employee or the Company Group for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee or its delegate, and its determination shall be final.

9. **Section 409A.** The award of RSUs is intended to be (i) exempt from Section 409A of the Code (“Section 409A”) including, but not limited to, by reason of compliance with the short-term deferral exemption as specified in Treas. Reg. § 1.409A-1(b)(4); or (ii) in compliance with Section 409A, and the provisions of this Agreement shall be administered, interpreted and construed accordingly. If the Employee is identified by the Company as a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date on which the Employee has a “separation from service” (other than due to death) within the meaning of Section 1.409A-1(h) of the Treasury Regulations, notwithstanding the provisions of Sections 2 or 3 hereof, any transfer of shares payable on account of a separation from service that are deferred compensation shall take place on the earlier of (i) the first business day following the expiration of six months from the Employee’s separation from service or (ii) such earlier date as complies with the requirements of Section 409A. To the extent required to comply with Section 409A, (i) the Employee shall be considered to have terminated employment with the Company Group when the Employee incurs a “separation from service” with a member of the Company Group within the meaning of Section 409A(a)(2)(A)(i) of the Code, and (ii) to the extent the settlement of the RSUs constitutes non-exempt “deferred compensation” for purposes of Section 409A by reason of the occurrence of a Change in Control, such amount would not be payable or distributable to the Employee unless the circumstances giving rise to such Change in Control meets any description or definition of “change in control event” in Section 409A and applicable regulations. The Company makes no commitment or guarantee to the Employee that any federal or state tax treatment shall apply or be available to any person eligible for benefits under this Agreement.

10. **Binding Effect; Survival.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Employee.

11. **Amendment.** Any modification of this Agreement shall be effective only if it is in writing and signed by both the Employee and an authorized officer of the Company.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and the Employee has executed this Agreement, all as of the date first above written.

FORUM ENERGY TECHNOLOGIES, INC.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

EMPLOYEE

\_\_\_\_\_

**FORUM ENERGY TECHNOLOGIES, INC.  
2010 STOCK INCENTIVE PLAN**

**NONSTATUTORY  
STOCK OPTION AGREEMENT**

This Nonstatutory Stock Option Agreement (this "Agreement") is made as of \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2013 the "Date of Grant"), between Forum Energy Technologies, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Employee").

To carry out the purposes of the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan (the "Plan"), by affording Employee the opportunity to purchase shares of the common stock of the Company, par value \$.01 per share ("Common Stock"), and in consideration of the mutual agreements and other matters set forth herein and in the Plan, the Company and Employee hereby agree as follows:

1. **Grant of Option.** The Company hereby irrevocably grants to Employee the right and option ("Option") to purchase all or any part of an aggregate of \_\_\_\_\_, shares Common Stock on the terms and conditions set forth herein and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the Plan shall control. Capitalized terms used but not defined in this Agreement shall have the meaning attributed to such terms under the Plan, unless the context requires otherwise. This Option shall not be treated as an incentive stock option within the meaning of section 422(b) of the Code.

2. **Purchase Price.** The purchase price of Common Stock purchased pursuant to the exercise of this Option shall be \$\_\_\_\_\_ per share, which has been determined to be not less than the Fair Market Value of a share of Common Stock at the Date of Grant. For all purposes of this Agreement, Fair Market Value of Common Stock shall be determined in accordance with the provisions of the Plan.

3. **Exercise of Option.** Subject to the earlier expiration of this Option as herein provided, this Option may be exercised, by written notice to the Company at its principal executive office addressed to the attention of its Corporate Secretary (or such other officer or employee of the Company as the Company may designate from time to time), at any time and from time to time after the Date of Grant, but this Option shall not be exercisable for more than a percentage of the aggregate number of shares offered by this Option determined in accordance with the following schedule:

<b>Date Additional Option Shares Become Exercisable</b>	<b>Additional Percentage of Aggregate Option Shares Becoming Exercisable</b>
First Anniversary of Date of Grant	25%
Second Anniversary of Date of Grant	25%
Third Anniversary of Date of Grant	25%
Fourth Anniversary of Date of Grant	25%
	100%

Notwithstanding the schedule set forth above, if a Change in Control occurs and Employee has remained continuously employed by the Company or any of its Affiliates (collectively, the “Company Group”) from the Date of Grant to the date upon which such Change in Control occurs, then this Option shall be exercisable with respect to 100% of the shares offered by this Option from and after the date upon which such Change in Control occurs.

**4. Termination of Employment.** This Option may be exercised only while Employee remains an employee of the Company Group and will terminate and cease to be exercisable upon Employee’s termination of employment with the Company, except that:

(a) If Employee’s employment with the Company Group terminates by reason of Disability (as defined below), each quarter of the Option described in Section 3 that is unvested as of the date of Employee’s Disability shall become vested in a pro rata amount determined by a fraction with respect to each unvested quarter of the Option, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of Employee’s Disability, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the corresponding anniversary of the date on which each such unvested quarter of the Option would have vested pursuant to Section 3. Any remaining unvested portion of this Option shall be forfeited. The vested portion of this Option may be exercised by Employee (or Employee’s estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) at any time during the period of one year following such termination, but only as to the number of shares Employee was entitled to purchase hereunder as of the date Employee’s employment so terminates. For purposes of this Section 4(a), a “Disability” occurs on the date that Employee becomes eligible for long-term disability benefits pursuant to the Company’s long-term disability plan.

(a) If Employee’s employment with the Company Group terminates by reason of death, each quarter of the Option described in Section 3 that is unvested as of the date of Employee’s death shall become vested in a pro rata amount determined by a fraction with respect to each unvested quarter of the Option, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of Employee’s death, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the corresponding anniversary of the date on which each such unvested quarter of the Option would have vested pursuant to Section 3. Any remaining unvested portion of this Option

shall be forfeited. Employee's estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee, may exercise the vested portion of this Option at any time during the period of one year following the date of Employee's death, but only as to the number of shares Employee was entitled to purchase hereunder as of the date of Employee's death.

(b) If Employee's employment with the Company Group terminates for any reason other than as described in (a) or (b) above, this Option may be exercised by Employee at any time during the period of 30 days following such termination, or by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) during a period of 30 days following Employee's death if Employee dies during such 30-day period, but in each case only as to the number of shares Employee was entitled to purchase hereunder as of the date Employee's employment so terminates.

(c) If Employee has remained continuously employed by the Company from the Date of Grant to the date upon which a Change in Control occurs, and if Employee's employment with the Company Group terminates for any reason on or after the date upon which such Change in Control occurs, then, notwithstanding the provisions of (a), (b) or (c) above, this Option may be exercised in full by Employee (or Employee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) at any time on or before the expiration of 10 years from the Date of Grant.

(d) If Employee's employment with the Company Group terminates by reason of Retirement (as defined below), each quarter of the Option described in Section 3 that is unvested as of the date of Employee's Retirement shall become vested in a pro rata amount determined by a fraction with respect to each unvested quarter of the Option, the numerator of which shall be the number of months (not including any partial months) that have elapsed for the period beginning on the Date of Grant and ending on the date of Employee's Retirement, and the denominator of which shall be the number of months for the period beginning on the Date of Grant and ending on the corresponding anniversary of the date on which each such unvested quarter of the Option would have vested pursuant to Section 3. For purposes of this Section 4(e), "Retirement" shall mean termination of Employee's service relationship with all members of the Company Group which is specifically determined by the Committee to constitute Retirement.

Notwithstanding the preceding provisions of this Section 4, this Option shall not be exercisable in any event after the expiration of 10 years from the Date of Grant.

The purchase price of shares as to which this Option is exercised shall be paid in full at the time of exercise (a) in cash (including check, bank draft or money order payable to the order of the Company), (b) if permitted by the Committee in its sole discretion, by delivering or constructively tendering to the Company shares of Common Stock having a Fair Market Value equal to the purchase price (provided such shares used for this purpose must have been held by Employee for such minimum period of time as may be established from time to time by the Committee), (c) through a "cashless exercise" in accordance with a Company established policy or program for the same or



(d) any combination of the foregoing. No fraction of a share of Common Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the exercise price thereof; rather, Employee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Common Stock. Unless and until a certificate or certificates representing such shares shall have been issued by the Company to Employee, Employee (or the person permitted to exercise this Option in the event of Employee's death) shall not be or have any of the rights or privileges of a stockholder of the Company with respect to shares acquirable upon an exercise of this Option.

If Employee is subject to taxation in the United Kingdom, then the exercise of this Option will be effective only if accompanied by an election under Section 431(1) of the Income Tax (Earnings & Pensions) Act 2003 in the form attached as Appendix A completed as far as possible by Employee.

**5. Withholding of Tax.** To the extent that the grant or exercise of this Option or the disposition of shares of Common Stock acquired by exercise of this Option results in compensation income or wages to Employee for federal, state, local or foreign tax purposes, the Company shall withhold an appropriate number of shares of Common Stock, having a Fair Market Value determined in accordance with the Plan, equal to the amount necessary to satisfy the minimum federal, state, local and foreign tax withholding obligation with respect to this Option. The issuance of shares of Common Stock described in Section 3 will be net of such shares of Common Stock that are withheld to satisfy applicable taxes pursuant to this Section 5. In lieu of withholding of shares of Common Stock, the Committee may, in its discretion, authorize tax withholding to be satisfied by a cash payment to the Company, by withholding an appropriate amount of cash from base pay, or by such other method as the Committee determines may be appropriate to satisfy all obligations for withholding of such taxes.

**6. Status of Common Stock.** Employee understands that at the time of the execution of this Agreement the shares of Common Stock to be issued upon exercise of this Option have not been registered under the Securities Act, or any state securities law, and that the Company does not currently intend to effect any such registration. Until the shares of Common Stock acquirable upon the exercise of the Option have been registered for issuance under the Securities Act, the Company will not issue such shares unless, if requested by the Company, the holder of the Option provides the Company with a written opinion of legal counsel, who shall be satisfactory to the Company, addressed to the Company and satisfactory in form and substance to the Company's counsel, to the effect that the proposed issuance of such shares to such Option holder may be made without registration under the Securities Act. In the event exemption from registration under the Securities Act is available upon an exercise of this Option, Employee (or the person permitted to exercise this Option in the event of Employee's death or incapacity), if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

Employee agrees that the shares of Common Stock which Employee may acquire by exercising this Option shall be acquired for investment without a view to distribution, within the meaning of the Securities Act, and shall not be sold, transferred, assigned, pledged or hypothecated in the absence of an effective registration statement for the sale of such shares under the Securities Act and applicable state securities laws or an applicable exemption from the registration

requirements of the Securities Act and any applicable state securities laws. Employee also agrees that the shares of Common Stock which Employee may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws.

In addition, Employee agrees that (i) the certificates representing the shares of Common Stock purchased under this Option may bear such legend or legends as the Committee deems appropriate in order to assure compliance with the terms and provisions of the Stockholders Agreement and applicable securities laws, (ii) the Company may refuse to register the transfer of the shares of Common Stock purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of the terms and provisions of the Stockholders Agreement or any applicable securities law, and (iii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Common Stock purchased under this Option.

**7. Employment Relationship.** For purposes of this Agreement, Employee shall be considered to be in the employment of the Company Group as long as Employee remains an employee of any member of the Company Group. Without limiting the scope of the preceding sentence, it is expressly provided that Employee shall be considered to have terminated employment with the Company Group at the time of the termination of the "Affiliate" status under the Plan of the entity or other organization that employs Employee. Nothing in the adoption of the Plan, nor the award of this Option thereunder pursuant to this Agreement, shall affect in any way the right of Employee or the Company to terminate such employment at any time. Unless otherwise provided in a written employment agreement or by applicable law, Employee's employment by the Company shall be on an at-will basis, and the employment relationship may be terminated at any time by either Employee or the Company for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of Employee's employment with the Company, and the cause of such termination, shall be determined by the Committee, and its determination shall be final.

**8. Acknowledgements Regarding Taxation.** Employee acknowledges and agrees that (a) he is not relying upon any written or oral statement or representation of the Company Group regarding the tax effects associated with Employee's execution of this Agreement and his receipt, holding and exercise of this Option, and (b) in deciding to enter into this Agreement, Employee is relying on his own judgment and the judgment of the professionals of his choice with whom he has consulted. Employee hereby releases, acquits and forever discharges the Company Group from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with Employee's execution of this Agreement and his receipt, holding and exercise of this Option.

**9. Notices.** Any notices or other communications provided for in this Option shall be sufficient if in writing. In the case of Employee, such notices or communications shall be effectively delivered if hand delivered to Employee at Employee's principal place of employment or if sent by certified mail, return receipt requested, to Employee at the last address Employee has filed with the

Company. In the case of the Company, such notices or communications shall be effectively delivered if sent by certified mail, return receipt requested, to the Company at its principal executive offices.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Employee.

**11. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the Option granted hereby; provided, however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment and/or severance agreement between the Company (or an Affiliate) and Employee in effect as of the date a determination is to be made under this Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement shall be effective only if it is in writing and signed by both Employee and an authorized officer of the Company.

**12. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws principles thereof.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by its officer thereunto duly authorized, and Employee has executed this Agreement, all as of the date first above written.

**FORUM ENERGY TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
[Name]  
[Title]

EMPLOYEE

\_\_\_\_\_  
[Name]

**FORUM ENERGY TECHNOLOGIES, INC.  
2010 STOCK INCENTIVE PLAN**

**PERFORMANCE SHARE AGREEMENT**

This Performance Award Agreement (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Date of Grant"), between Forum Energy Technologies, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Employee").

1. **Award.** The Employee is hereby awarded \_\_\_\_\_ performance shares (each a "Performance Share") pursuant to the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan (the "Plan") which shall be allocated as the "Target Amount" as detailed in the chart below. The Performance Shares represent the opportunity to receive a number of shares of Common Stock based on the "Payout Multiplier" as defined in Exhibit A. The number of Performance Shares that are converted into "Earned Performance Shares" will be between 0% and 200% of the Target Amount. Each Performance Share that does not become an Earned Performance Share shall be forfeited.

The exact number of Performance Shares that shall be converted into Earned Performance Shares and issued to the Employee shall be based upon the achievement by the Company of the performance standards as set forth in Exhibit A hereto over three periods, each beginning on January 1, 2013 (the "Performance Beginning Date") and ending on December 31, 2013, and each of the first and second anniversary thereof, respectively, (each December 31, the "Performance End Date") (the period ending on each of the first, second and third Performance End Date is referred to as the "First Performance Period," the "Second Performance Period," and the "Third Performance Period," respectively). The determination by the Committee with respect to the achievement of such performance standards shall be made as soon as administratively practicable following each Performance Period after all necessary Company and peer information is available. The specific date on which such determination is formally made and approved by the Committee is referred to as the "Determination Date." After the Determination Date, the Company shall notify the Employee of the number of Earned Performance Shares, if any, and the corresponding number of shares of Common Stock to be issued to the Employee in satisfaction of the award. The shares of Common Stock shall be issued to the Employee on March 15 following the applicable Performance End Date (the "Settlement Date").

For each of the Performance Periods, the Target Amount, the Performance Beginning Date, the Performance End Date and the Settlement Date are detailed in the chart below:

<b><u>Performance Period</u></b>	<b><u>Target Amount</u></b>	<b><u>Performance Beginning Date</u></b>	<b><u>Performance End Date</u></b>	<b><u>Settlement Date</u></b>
First Performance Period		January 1, 2013	December 31, 2013	March 15, 2014
Second Performance Period		January 1, 2013	December 31, 2014	March 15, 2015
Third Performance Period		January 1, 2013	December 31, 2015	March 15, 2016

The performance standards are based on the Company’s Total Shareholder Return compared against the Peer Group. The methodology for calculating the number of Earned Performance Shares, including the definitions used therefor, is set forth in Exhibit A hereto.

The Employee acknowledges receipt of a copy of the Plan, and agrees that this award of Performance Shares shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof. Capitalized terms used in this Agreement and Exhibit “A” hereto that are not defined herein shall have the meanings given to them in the Plan or Exhibit A, as applicable.

2. **Vesting/Forfeiture**. Except as otherwise provided in Sections 3 or 4 below, the Performance Shares shall vest on the applicable Determination Date, provided the Employee is continuously employed by the Company or any of its Affiliates (collectively, the “Company Group”) through the applicable Determination Date. If the Employee’s employment with the Company Group terminates for any reason prior to the applicable Determination Date other than by reason of Retirement (as defined below), death or Disability (as defined below), the Performance Shares shall be automatically forfeited on the date of the Employee’s termination of employment.

### 3. **Termination of Employment.**

(a) **Death or Disability.** If prior to a Determination Date with respect to a Performance Period, the Employee's employment with the Company Group is terminated by reason of death or the Employee becomes Disabled, the Performance Shares shall vest on a pro rata basis determined by multiplying the applicable Target Amount of Performance Shares for each remaining Performance Period by a fraction (not greater than 1.0), the numerator of which is the number of months (not including any partial months) that have elapsed since the Performance Beginning Date to the date of the Employee's death or Disability, as applicable, and the denominator of which is the total number of months in the applicable Performance Period. Any remaining unvested Performance Shares shall be forfeited. The shares of Common Stock in respect of the vested Performance Shares shall be issued to the Employee thirty (30) days after the date of the Employee's death or Disability, as applicable. For purposes of this Section 3(a), the Employee shall become "**Disabled**" or have a "**Disability**," on the date that the Employee becomes eligible for long-term disability benefits pursuant to the Company's long-term disability plan.

(b) **Retirement.** Provided the Employee remained continuously employed by the Company Group for the six (6) month period following the Date of Grant, if the Employee's employment with the Company Group is terminated prior to a Determination Date with respect to a Performance Period by reason of Retirement, the Performance Shares shall vest on a pro rata basis determined by multiplying the number of Performance Shares that would otherwise have been earned and vested on the applicable Determination Date by a fraction, the numerator of which is the number of months (not including any partial months) that have elapsed since the Performance Beginning Date to the date of the Employee's Retirement, and the denominator of which is the total number of months in the applicable Performance Period. The shares of Common Stock in respect of the Earned Performance Shares shall be based on the Payout Multiplier and shall be issued to the Employee on the applicable Settlement Date. For purposes of this Section 3(b), "**Retirement**" shall mean termination of the Employee's service relationship with all members of the Company Group which is specifically determined by the Committee to constitute Retirement.

4. **Change in Control.** Notwithstanding the foregoing, if a Change in Control occurs prior to a Determination Date with respect to a Performance Period and the Employee has remained continuously employed by the Company Group from the Date of Grant to the date upon which such Change in Control occurs, all Performance Shares with respect to each remaining Performance Period shall automatically vest and the number of Earned Performance Shares shall be equal to the Target Amount for each applicable Performance Period. Shares of Common Stock in respect of the Earned Performance Shares shall be issued to the Employee thirty (30) days after the effective date of the Change in Control.

5. **Settlement and Delivery of Stock.** Except as otherwise provided in Section 3(a) or 4, settlement of the Earned Performance Shares shall be made on the applicable Settlement Date. Settlement will be made by issuance of shares of Common Stock equal to the number of Earned Performance Shares. Notwithstanding the foregoing, the Company shall not be obligated to issue any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the issuance of shares of Common Stock to comply with any such law, rule, regulation or agreement.

6. **Shareholder Rights.** The Employee shall have no rights to dividend equivalent payments with respect to the Performance Shares and shall have no rights to dividends or other rights of a shareholder with respect to shares of Common Stock subject to this award of Performance Shares unless and until such time as the award has been settled by the issuance of shares of Common Stock to the Employee. Any Earned Performance Shares shall be subject to adjustment under Section XII(B) of the Plan with respect to dividends or other distributions that are paid in shares of Common Stock.

7. **Corporate Acts.** The existence of the Performance Shares shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

8. **Withholding.** To the extent that the vesting of the Performance Shares results in compensation income or wages to the Employee for federal, state, local or foreign tax purposes, the Employee shall deliver to the Company or to any Affiliate nominated by the Company at the time of such lapse, such amount of money or, if permitted by the Committee in its sole discretion, shares of Common Stock as the Company or any Affiliate nominated by the Company may require to meet its minimum obligation under applicable tax or social security laws or regulations, and if the Employee fails to do so, the Company and its Affiliates are authorized to withhold from any cash or stock remuneration (including withholding any shares of Common Stock distributable to the Employee under this Agreement) then or thereafter payable to the Employee any tax or social security required to be withheld by reason of such resulting compensation income or wages. The Employee acknowledges and agrees that the Company is making no representation or warranty as to the tax consequences to the Employee as a result of the receipt of the Performance Shares, vesting of the Performance Shares or the forfeiture of any Performance Shares pursuant to the Forfeiture Restrictions.

9. **Employment Relationship.** For purposes of this Agreement, the Employee shall be considered to be in the employment of the Company as long as the Employee remains an employee of any member of the Company Group. Without limiting the scope of the preceding sentence, it is specifically provided that the Employee shall be considered to have terminated employment with the Company at the time of the termination of the “Affiliate” status of the entity or other organization that employs the Employee.

Nothing in the adoption of the Plan, nor the award of the Performance Shares thereunder pursuant to this Agreement, shall confer upon the Employee the right to continued employment by the Company Group or affect in any way the right of the Company to terminate such employment at any time. Unless otherwise provided in a written employment agreement or by applicable law, the Employee’s employment by the Company Group shall be on an at-will basis, and the employment relationship may be terminated at any time by either the Employee or the Company for any reason whatsoever, with or without cause or notice.

Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee or its delegate, and its determination shall be final.

10. **Code Section 409A; No Guarantee of Tax Consequences.** The award of Performance Shares is intended to be (i) exempt from Section 409A of the Code (“Section 409A”) including, but not limited to, by reason of compliance with the short-term deferral exemption as specified in Treas. Reg. § 1.409A-1(b)(4); or (ii) in compliance with Section 409A, and the provisions of this Agreement shall be administered, interpreted and construed accordingly. If the Employee is identified by the Company as a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date on which the Employee has a “separation from service” (other than due to death) within the meaning of Section 1.409A-1(h) of the Treasury Regulations, notwithstanding the provisions of Section 5 hereof, any transfer of shares payable on account of a separation from service that are deferred compensation shall take place on the earlier of (i) the first business day following the expiration of six months from the Employee’s separation from service, or (ii) such earlier date as complies with the requirements of Section 409A. To the extent required to comply with Section 409A, (i) the Employee shall be considered to have terminated employment with the Company Group when the Employee incurs a “separation from service” with a member of the Company Group within the meaning of Section 409A(a)(2)(A)(i) of the Code, and (ii) to the extent the settlement of the Performance Shares constitutes non-exempt “deferred compensation” for purposes of Section 409A by reason of the occurrence of a Change in Control, such amount would not be payable or distributable to the Employee unless the circumstances giving rise to such Change in Control meets any description or definition of “change in control event” in Section 409A and applicable regulations. The Company makes no commitment or guarantee to the Employee that any federal or state tax treatment shall apply or be available to any person eligible for benefits under this Agreement.



11. **Binding Effect; Survival.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under the Employee.

12. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to Performance Shares commencing on the Performance Beginning Date. Any modification of this Agreement shall be effective only if it is in writing and signed by both the Employee and an authorized officer of the Company.

13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

FORUM ENERGY TECHNOLOGIES, INC.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

EMPLOYEE

\_\_\_\_\_

## Exhibit A

### **Methodology for Calculating Earned Performance Shares**

1. **Definitions.** For purposes of determining the number of shares of Common Stock issuable to the Employee in respect of the Earned Performance Shares for each Performance Period, the following definitions shall apply:

- (a) *Ending Share Price* means the average closing price of shares over eight trading days comprised of: the four trading days prior to the Performance End Date and the four trading days after the Performance End Date.
- (b) *Peer Group* means Cameron International Corporation, Dresser-Rand Group, Inc., Dril-Quip Inc., Exterran Holdings, Inc., FMC Technologies, Inc., Lufkin Industries, Inc., National Oilwell Varco, Inc., and Oceaneering International, Inc. to the extent such entities or their successors are in existence and publicly traded as of the Performance End Date.
- (c) *Starting Share Price* means the average closing price of the shares over eight trading days comprised of: the four trading days prior to the Performance Beginning Date and the four trading days after the Performance Beginning Date.
- (d) *Total Shareholder Return* means common stock price growth for each entity over the applicable Performance Period, as measured by dividing the sum of the cumulative amount of dividends for that Performance Period, assuming dividend reinvestment, and the difference between the entity's Ending Share Price and the Starting Share Price; by the entity's Starting Share Price.

2. **Committee Methodology.** For purposes of determining the number of shares of Common Stock issuable to the Employee in respect of the Earned Performance Shares, the Committee shall:

- (a) Calculate the Total Shareholder Return for the Company and each company in the Peer Group for the applicable Performance Period.
- (b) Rank the Company and each member of the Peer Group based on Total Shareholder Return with the company having the highest Total Shareholder Return ranking in the first position and the company with the lowest Total Shareholder Return ranking in the eighth position.
- (c) Determine the number of Earned Performance Shares based on the Eight Company Payout Schedule below:

Eight Company Payout Schedule	
Company Ranking	Payout Multiplier
1	2.00
2	1.75
3	1.50
4	1.25
5	1.00
6	0.75
7	0.50
8	0.25
9	0.00

- (d) Multiply the Employee's Target Amount by the Payout Multiplier.

If any calculation with respect to the Earned Performance Shares would result in a fractional share, the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share.

3. **Peer Group Changes.** If, as a result of merger, acquisition or a similar corporate transaction, a member of the Peer Group ceases to be a member of the Peer Group (an "Affected Peer Company"), the Affected Peer Company shall not be included in the Eight Company Payout Schedule and the applicable of the following alternative schedules shall be used in its place:

Seven Company Payout Schedule	
Company Ranking	Payout Multiplier
1	2.00
2	1.75
3	1.50
4	1.25
5	1.00
6	0.75
7	0.50
8	0.00

Six Company Payout Schedule	
Company Ranking	Payout Multiplier
1	2.00
2	1.67
3	1.33
4	1.00
5	0.67
6	0.33
7	0.00

Five Company Payout Schedule	
Company Ranking	Payout Multiplier
1	2.00
2	1.67
3	1.33
4	1.00
5	0.50
6	0.00

Four Company Payout Schedule	
Company Ranking	Payout Multiplier
1	2.00
2	1.50
3	1.00
4	0.50
5	0.00

If a member of the Peer Group declares bankruptcy, it shall be deemed to remain in the Peer Group until the applicable Performance End Date and shall occupy the lowest ranking in the Payout Schedule. If, as a result of merger, acquisition or a similar corporate transaction, there are five or more Affected Peer Companies, the Committee may in its sole discretion revise the makeup of the Peer Group and make adjustments to the Payout Multipliers.

**FORUM ENERGY TECHNOLOGIES, INC.**  
**DEFERRED COMPENSATION AND RESTORATION PLAN**  
**(Effective as of April 1, 2013)**

**FORUM ENERGY TECHNOLOGIES, INC.**  
**DEFERRED COMPENSATION AND RESTORATION PLAN**  
**(Effective as of April 1, 2013)**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I DEFINITIONS	2
1.1 401(k) Plan	2
1.2 Account	2
1.3 Affiliate	2
1.4 Base Compensation	2
1.5 Beneficiary	2
1.6 Board	2
1.7 Bonus	2
1.8 Business Day	2
1.9 CEO	2
1.1 Change in Control	2
1.11 Code	2
1.12 Committee	3
1.13 Company	3
1.14 Company Contributions	3
1.15 Company Enhanced Contributions	3
1.16 Company Enhanced Contribution Percentage	3
1.17 Company Matching Contributions	3
1.18 Company Matching Contribution Percentage	3
1.19 Compensation	3
1.2 Deferral Contributions	3
1.21 Deferral Election	3
1.22 Director	3
1.23 Director Fees	3
1.24 Effective Date	3
1.25 Eligibility Period	3
1.26 Eligible Base Compensation	4
1.27 Eligible Compensation	4
1.28 Eligible Employee	4
1.29 Employee	4
1.3 ERISA	4
1.31 Investment Election	4
1.32 Investment Funds	4
1.33 Minimum Return Rate	4
1.34 Participant	4
1.35 Participating Company	4
1.36 Plan	4

1.37	Plan Year	5
1.38	Separation from Service	5
1.39	Service	5
1.4	Unforeseeable Emergency	5
1.41	Valuation Date	5
ARTICLE II PARTICIPATION AND CONTRIBUTIONS		6
2.1	Eligibility	6
2.2	Elections	6
2.3	Cessation of Active Participation	7
2.4	Deferral Contributions	7
2.5	Company Contributions	8
ARTICLE III PARTICIPANT ACCOUNTS AND CREDITING		9
3.1	Participant Accounts	9
3.2	Allocations and Crediting	9
3.3	Value of Account	9
3.4	Good Faith Valuation Binding	9
ARTICLE IV DEEMED INVESTMENT FUNDS		10
4.1	Selection by Committee	10
4.2	Participant Direction of Deemed Investments	10
4.3	Crediting Rate in the Absence of Investment Funds	11
ARTICLE V VESTING AND DISTRIBUTION OF ACCOUNT BALANCES		12
5.1	Vesting and Forfeitures	12
5.2	Election of Time and Form of Distributions	12
5.3	Time of Distribution Upon Distribution Events	13
5.4	Beneficiary Designation and Death Benefits	14
5.5	Taxes	14
5.6	Errors and Omissions in Accounts	14
5.7	Withdrawal for Unforeseeable Emergency	14
5.8	Acceleration of Benefits	15
ARTICLE VI CLAIMS		16
6.1	Rights	16
6.2	Procedure	16
6.3	Appeal	16
6.4	Satisfaction of Claims	16
6.5	Limitations	17
ARTICLE VII SOURCE OF FUNDS		18
7.1	Source of Funds	18
ARTICLE VIII ADMINISTRATION		19
8.1	Committee	19
8.2	Rights and Duties	19
8.3	Compensation, Indemnity and Liability	20
8.4	Designation of Participating Companies	20
ARTICLE IX AMENDMENT AND TERMINATION		22
9.1	Amendments	22
9.2	Termination of the Plan	22



ARTICLE X MISCELLANEOUS		23
10.1	Taxation	23
10.2	No Employment Contract	23
10.3	Headings	23
10.4	Gender and Number	23
10.5	Successors	23
10.6	Assignment of Benefits	23
10.7	Entire Plan	23
10.8	Legally Incompetent	24
10.9	Notice	24
10.1	Governing Law	24

**FORUM ENERGY TECHNOLOGIES, INC.**  
**DEFERRED COMPENSATION AND RESTORATION PLAN**  
**(Effective as of April 1, 2013)**

Effective as of the 1st day of April, 2013, Forum Energy Technologies, Inc., a Delaware corporation (the “**Company**”), hereby establishes the Forum Energy Technologies, Inc. Deferred Compensation and Restoration Plan (the “**Plan**”).

**BACKGROUND AND PURPOSE**

A. Purpose. The Company desires to establish the Plan (i) to provide key management employees and directors an opportunity to defer a portion of their compensation and (ii) to allow key management employees to receive employer matching contributions and employer enhanced contributions to the extent that such employer contributions cannot be made for such employees under the Forum Energy Technologies, Inc. 401(k) Plan, a plan qualified under Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended, due to certain Code limits that apply to 401(k) Plan contributions and benefits.

B. Type of Plan. The Plan constitutes an unfunded, nonqualified deferred compensation plan that benefits certain designated employees who are within a select group of key management or highly compensated employees and directors. The Plan is intended to qualify for the exemptions provided under Title I of the Employee Retirement Income Security Act of 1974, as amended, for plans that are not tax-qualified and that are maintained primarily to provide deferred compensation for a select group of management or highly compensated employees.

## ARTICLE I

### DEFINITIONS

For purposes of the Plan, the following terms, when capitalized, shall have the meanings set forth below unless a different meaning plainly is required by the context.

1.1 401(k) Plan shall mean the Forum Energy Technologies, Inc. 401(k) Plan, as in effect from time to time.

1.2 Account shall mean, with respect to a Participant or Beneficiary, the total dollar amount or value evidenced by the last balance posted in accordance with the terms of the Plan to the account established for such Participant or Beneficiary. Separate sub-accounts attributable to Deferral Contributions, Company Matching Contributions and Company Enhanced Contributions (if any) made for each Plan Year will be maintained within the Participant's Deferral Contribution Account, Company Matching Contribution Account and Company Enhanced Contribution Account.

1.3 Affiliate shall mean (a) any corporation or other entity that is required to be aggregated with the Company under Code Section 414(b), (c), (m) or (o), and (b) any other entity in which the Company has an ownership interest and which the Company designates as an Affiliate for purposes of the Plan.

1.4 Base Compensation shall mean Compensation that is not a Bonus.

1.5 Beneficiary shall mean such natural person or persons or the trustee of an *inter vivos* trust for the benefit of natural persons entitled to benefits hereunder following a Participant's death.

1.6 Board shall mean the Board of Directors of the Company.

1.7 Bonus shall mean amounts paid under the Forum Energy Technologies Management Incentive Plan or other short-term or annual incentive plan maintained by a Participating Company.

1.8 Business Day shall mean any day other than a Saturday, Sunday or any day on which the New York Stock Exchange is closed for business.

1.9 CEO shall mean the Chief Executive Officer of the Company.

1.10 Change in Control shall have the same meaning as does such term under the Forum Energy Technologies, Inc. 2010 Stock Incentive Plan, as it may be amended from time to time.

1.11 Code shall mean the Internal Revenue Code of 1986, as amended.

1.12 Committee shall mean the Nomination, Governance and Compensation Committee or such other committee appointed by the Board to act as administrator of the Plan and to perform the duties described in Article VIII.

1.13 Company shall mean Forum Energy Technologies, Inc., a Delaware corporation, and its successors.

1.14 Company Contributions shall mean Company Matching Contributions and/or Company Enhanced Contributions.

1.15 Company Enhanced Contributions shall mean the contributions made by the Company as described in Section 2.5(b).

1.16 Company Enhanced Contribution Percentage shall mean the formula used to calculate Company Enhanced Contributions, such formula to be determined by the Company in its sole discretion

1.17 Company Matching Contributions shall mean the contributions made by the Company as described in Section 2.5(a).

1.18 Company Matching Contribution Percentage for each Plan Year, shall mean the employer matching contribution percentage (within the meaning of Code Section 401(m)) as in effect under the 401(k) Plan on the first day of the applicable Plan Year.

1.19 Compensation for each Plan Year, (a) with respect to an Employee, shall have the same meaning as does such term under the 401(k) Plan with respect to Pre-Tax Contributions (as defined in the 401(k) Plan) on the first day of the applicable Plan Year and (b) with respect to a Director, the Director Fees paid to the Director by the Company.

1.20 Deferral Contributions shall mean a portion of a Participant's Compensation that is deferred under the Plan pursuant to Section 2.4.

1.21 Deferral Election shall mean a written, electronic or other form of election prescribed by the Committee pursuant to which a Participant elects to make Deferral Contributions as provided in Article II.

1.22 Director shall mean a non-Employee member of the Board.

1.23 Director Fees shall mean the cash retainer fees paid by the Company to a Director.

1.24 Effective Date shall mean April 1, 2013.

1.25 Eligibility Period shall mean the 30 day period following (a) an Eligible Employee's notification by the Committee of eligibility to participate in the Plan or (b) the date on which a non-Employee becomes a Director. With respect to the initial Plan Year, pursuant to Treasury

Regulation Section 1.409A-2(a)(7), the Eligibility Period for all Participants shall be the 30 day period beginning on the Effective Date.

1.26 Eligible Base Compensation shall mean the portion of an Employee Participant's Base Compensation that is not eligible compensation under the 401(k) Plan due to the compensation limit under Code Section 401(a)(17), as such limit is adjusted for cost-of-living increases, for a Plan Year.

1.27 Eligible Compensation shall mean the portion of an Employee Participant's Compensation that is not eligible compensation under the 401(k) Plan due to the compensation limit under Code Section 401(a)(17), as such limit is adjusted for cost-of-living increases, for a Plan Year.

1.28 Eligible Employee shall mean, for a Plan Year, an Employee who (i) is within a select group of key management or highly compensated employees and (ii) is selected for participation in the Plan by the CEO.

1.29 Employee shall mean any person who renders services to a Participating Company in the status of an employee, as the term is defined in Code Section 3121(d).

1.30 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.31 Investment Election shall mean an election, made in such form as the Committee may direct, pursuant to which a Participant may elect the Investment Funds in which the amounts credited to his or her Account shall be deemed to be invested.

1.32 Investment Funds shall mean the investment funds available under the 401(k) Plan and/or such other investment funds that may be selected from time to time by the Committee for purposes of determining the rate of return on amounts deemed invested pursuant to the terms of the Plan.

1.33 Minimum Return Rate shall mean the prime rate, as published in the Wall Street Journal on the last day of the Plan Year preceding the Plan Year to which the Minimum Return Rate will apply, plus one percentage point.

1.34 Participant shall mean a Director (who may be referred to herein as a "Director Participant") or Eligible Employee (who may be referred to herein as an "Employee Participant") who participates in the Plan pursuant to the provisions of Article II or a person who otherwise has an Account under the Plan.

1.35 Participating Company shall mean the Company, Forum Energy Services, Inc. and Affiliates of the Company that are designated by the Committee as Participating Companies as described in Section 8.4 and set forth on *Appendix A* of the Plan.

1.36 Plan shall mean the Forum Energy Technologies, Inc. Deferred Compensation and Restoration Plan, effective as of April 1, 2013, and as amended thereafter from time to time.

1.37 Plan Year shall mean the 12-month period ending on December 31st of each year; *provided, however*, that the initial Plan Year shall be a short Plan Year commencing on the Effective Date and ending on December 31, 2013.

1.38 Separation from Service shall mean a “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and Treasury Regulation § 1.409A-1(h) (or any successor regulations or guidance thereto), including separation due to death or, in the case of a Director, the date on which the Director ceases to be a member of the Board

1.39 Service shall mean an Employee’s period of employment with a Participating Company or an Affiliate of the Company, including any period of employment prior to the Effective Date.

1.40 Unforeseeable Emergency shall have the meaning of an “unforeseeable emergency” within the meaning of Treasury Regulation § 1.409A-3(i)(3)(i) (or any successor regulations or guidance thereto), in accordance with Treasury Regulation § 1.409A-3(j)(4)(viii) (or any successor regulations or guidance thereto).

1.41 Valuation Date shall mean each Business Day (*provided, however*, that the value of an Account on a day other than a Business Day shall be the value determined for the immediately preceding Business Day) or such other date as the Committee may prescribe.

## ARTICLE II

### **PARTICIPATION AND CONTRIBUTIONS**

#### 2.1 Eligibility.

(a) Annual Participation. Each individual who is a Director or an Eligible Employee as of the day prior to the first day of the Plan Year shall become a Participant effective as of the first day of the Plan Year, subject to satisfying the procedures for participation in the Plan described in Section 2.2.

(b) Interim Plan Year Participation. Each individual who becomes a Director or Eligible Employee during a Plan Year shall be eligible to participate in the Plan for the remainder of such Plan Year subject to satisfying the procedures for participation in the Plan described in Section 2.2 within the Eligibility Period; *provided, however*, that such Employee is not otherwise eligible for, or a participant in, a “plan” which is aggregated with the Plan for purposes of Code Section 409A and otherwise satisfies the requirements of Treasury Regulation § 1.409A-2(a)(7).

#### 2.2 Elections.

(a) Election to Participate. After a Director or Eligible Employee has been notified by the Committee that he or she is eligible to participate in the Plan, he or she must notify the Committee, in the form and manner prescribed by the Committee, that he or she chooses to participate in the Plan. Such election to participate in the Plan shall be effective upon its receipt by the Committee (or its delegate) within the time periods and manner prescribed by the Committee or the Plan. A Participant’s election shall (i) include the Participant’s Deferral Elections pursuant to Section 2.4; (ii) specify the distribution type that he or she wishes with respect to the Deferral Contributions and Company Contributions made with respect to the Plan Year and (iii) include the Participant’s acceptance of the terms and conditions of the Plan.

(b) Deferral Elections. Participants shall complete and submit Deferral Elections pursuant to Section 2.4. The Deferral Election of a Participant who is a Director or Eligible Employee for a portion of a Plan Year pursuant to Section 2.1(b) shall be effective only with respect to Compensation paid for services to be performed after such Deferral Election is made and the procedures described in Section 2.2(a) are satisfied, with any elected Deferral Contributions and related Company Matching Contributions beginning with the first payroll period to begin after the end of the Eligibility Period. Unless otherwise provided by the Committee, a Participant’s Deferral Election shall be effective only for the Plan Year for which it applies and shall automatically terminate at the end of such Plan Year. The foregoing notwithstanding, the Committee may cancel a Participant’s Deferral Election after the beginning of a Plan Year for which it applies for the remainder of such Plan Year if the Committee determines that the Participant has incurred an Unforeseeable Emergency, with such cancellation to apply to Compensation not earned as of the effective date of the cancellation of the Deferral Election.

2.3 Cessation of Active Participation. A Participant who ceases to be an Employee or Director, as applicable, shall cease to be an active Participant. The Committee may remove an Employee from active Participant status for any subsequent Plan Year at any time prior to the first day of such Plan Year (which includes the CEO not designating the Participant as an Eligible Employee for such Plan Year). If a Participant's active participation in the Plan ends, such Participant shall remain an inactive Participant in the Plan until the earlier of (i) the date the full amount of his or her Account is distributed from the Plan, or (ii) the date he or she again becomes a Director or Eligible Employee and recommences participation in the Plan as an active Participant. During the period of time that a person is an inactive Participant in the Plan, his or her Account shall continue to be credited with earnings, gains and losses as provided in Section 3.2(c).

2.4 Deferral Contributions.

(a) Deferral of Base Compensation. An Employee Participant's Deferral Election with respect to Base Compensation must be made prior to the first day of the Plan Year in which the Base Compensation is earned by the Employee Participant (or, in the case of an interim Plan Year, within the Eligibility Period). Such election shall be irrevocable as of the last day of the Plan Year preceding the Plan Year in which the Base Compensation is earned (or, in the case of an interim Plan Year, as of the end of the Eligibility Period). An Employee Participant may elect to defer up to 50% of his or her Base Compensation stated as a percentage of his or her Base Compensation, on a pay period basis, less any required tax or other withholding, attributable to the Plan Year for which the Deferral Election is in effect.

(b) Deferral of Bonus. An Employee Participant's Deferral Election with respect to a Bonus that qualifies as "performance-based compensation" under Section 409A(a)(4)(B) must be made no later than six months prior to the end of the performance period (or if later, in the case of an interim Plan Year, within the Eligibility Period). Such election will be irrevocable as of the date that is six months prior to the end of the performance period in which the Bonus is earned (or if later, in the case of an interim Plan Year, the end of the Eligibility Period). An Employee Participant's Deferral Election with respect to a Bonus that does not qualify as "performance-based compensation" under Code Section 409A(a)(4)(B) must be made prior to the first day of the Plan Year in which the services are performed for which the Bonus is earned (or, in the case of an interim Plan Year, within the Eligibility Period). Such election will be irrevocable as of the last day of the Plan Year preceding the Plan Year in which the services are performed for which the Bonus is earned (or, in the case of an interim Plan Year, as of the end of the Eligibility Period). An Employee Participant may elect to defer up to 100% of his or her Bonus amount stated as a percentage of his or her Bonus, less any required tax or other withholding, attributable to the Plan Year for which the Deferral Election is in effect.

(c) Deferral of Director Fees. A Director Participant's Deferral Election with respect to Director Fees must be made prior to the first day of the Plan Year in which the Director Fees are earned by the Director Participant (or, in the case of an interim Plan Year, within the Eligibility Period). Such election shall be irrevocable as of the last day of the



Plan Year preceding the Plan Year in which the Director Fees are earned (or, in the case of an interim Plan Year, as of the end of the Eligibility Period). A Director Participant may elect to defer up to 100% of his or her Director Fees stated as a percentage of his or her Director Fees, less any required tax or other withholding, attributable to the Plan Year for which the Deferral Election is in effect.

## 2.5 Company Contributions.

(a) Company Matching Contributions. For each Plan Year that an Employee Participant elects to make Deferral Contributions, the Company shall credit Company Matching Contributions to the Employee Participant's Company Matching Contribution Account pursuant to Section 3.2(b) in an amount equal to the product of (i) the Employee Participant's Eligible Base Compensation contributed to the Plan as a Deferral Contribution for the Plan Year and (ii) the Company Matching Contribution Percentage in effect for the Plan Year; provided, however, that such Employee Participant is an Employee as of the date the contribution is credited to his or her Account.

(b) Company Enhanced Contributions. For each Plan Year, the Company may in its sole discretion credit Company Enhanced Contributions to an Employee Participant's Company Enhanced Contribution Account pursuant to Section 3.2(b) in an amount, if any, equal to the product of (i) Participant's Eligible Compensation for the Plan Year and (ii) the Participant's Company Enhanced Contribution Percentage; provided, however, that such Participant is an Employee as of the date the Company Enhanced Contribution is credited to his or her Account.

## ARTICLE III

### PARTICIPANT ACCOUNTS AND CREDITING

#### 3.1 Participant Accounts.

(c) Establishment of Accounts. The Committee shall establish and maintain an Account on behalf of each Participant. To the extent provided herein, each Participant's Account shall be credited with Deferral Contributions, Company Matching Contributions and Company Enhanced Contributions, if any, along with the earnings, gains and losses attributable to such amounts pursuant to Article IV, and shall be debited by the amount of all distributions under the Plan. Each Participant's Account shall be maintained until the value thereof has been distributed to or on behalf of such Participant or his or her Beneficiary.

(d) Nature of Contributions and Accounts. The amounts credited to a Participant's Account shall be represented solely by bookkeeping entries. No monies or other assets shall actually be set aside for such Participant, and all payments to a Participant under the Plan shall be made from the general assets of the Company, except as may be provided pursuant to Section 7.1.

#### 3.2 Allocations and Crediting.

(a) Allocation of Deferral Contributions. Each Participant's Deferral Contributions shall be allocated to his or her Account as of the Valuation Date next following the date on which such Deferral Contributions would otherwise be paid to the Participant.

(b) Allocation of Company Contributions. Company Contributions made on behalf of an Employee Participant shall be allocated to his or her Account following the end of the Plan Year to which the Company Contributions relate; provided, however, that all Company Contributions shall be allocated by the 15th day of the third month following the Plan Year to which such Company Contributions relate.

(c) Crediting of Earnings, Gains and Losses. Each Participant's Account shall be credited with earnings, gains and/or losses pursuant to Article IV.

3.3 Value of Account. The value of a Participant's Account as of any date shall be equal to the aggregate value of all contributions and all earnings, gains and losses deemed credited to his or her Account as of the Valuation Date coinciding with or immediately preceding such date, less any amounts distributed since the preceding Valuation Date, determined in accordance with this Article III. As of each Valuation Date, the Committee shall debit each Participant's Account for any amount distributed from such Account since the immediately preceding Valuation Date.

3.4 Good Faith Valuation Binding. In determining the value of the Accounts, the Committee shall exercise its best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and their Beneficiaries.

## ARTICLE IV

### **DEEMED INVESTMENT FUNDS**

4.1 Selection by Committee. The Committee shall select the Investment Funds for purposes of determining the rate of return on amounts in the Participants' Accounts deemed invested in accordance with the terms of the Plan. The Committee, in its sole discretion, may change, add or remove Investment Funds on a prospective basis at any time and in any manner it deems appropriate (and without notice).

4.2 Participant Direction of Deemed Investments. Each Participant generally may direct the manner in which his or her Account shall be deemed invested in and among the Investment Funds. Any Participant investment directions permitted hereunder shall be made in accordance with the following terms:

(d) Nature of Participant Direction. The selection of Investment Funds by a Participant shall be for the sole purpose of determining the rate of return to be credited to his or her Account, and shall not be treated or interpreted in any manner whatsoever as a requirement or direction to actually invest assets in any Investment Fund or any other investment media. The Plan, as an unfunded, nonqualified deferred compensation plan, at no time shall have any actual investment of assets relative to the benefits or Accounts hereunder.

(e) Investment of Contributions. Each Participant may make an Investment Election prescribing the percentage of his or her existing Account or the future contributions thereto that will be deemed invested in each Investment Fund. An initial Investment Election of a Participant shall be made as of the date the Participant commences participation in the Plan and shall apply to all contributions credited to such Participant's Account after such date. A Participant may make subsequent Investment Elections as of any Valuation Date, and each such election shall apply to the Participant's existing Account or all future contributions credited to the Participant's Account, as elected by the Participant, after the Plan's recordkeeper has a reasonable opportunity to process the election pursuant to such procedures as the Committee and the recordkeeper may determine from time to time. Subject to the provisions of Section 4.1, an Investment Election made pursuant to this subsection shall remain effective until changed by the Participant. If a Participant fails to make an Investment Election (or fails to make a valid or complete Investment Election), then the amounts contributed to the Participant's Account will be deemed invested in the default Investment Fund(s).

(f) Committee's Administrative Discretion. The Committee shall have complete discretion to adopt and revise procedures, in conjunction with the Plan's recordkeeper, to be followed in making Investment Elections. Such procedures may include, but are not limited to, the process of making elections, the permitted frequency of making elections, the incremental size of elections, the contribution types to which such elections apply, the deadline for making elections and the effective date of such elections. Any procedures adopted by the Committee that are inconsistent with the deadlines or procedures specified

in this Section 4.2 shall supersede such provisions of this Section without the necessity of a Plan amendment.

4.3 Crediting Rate in the Absence of Investment Funds. Notwithstanding the provisions of Sections 4.1 and 4.2, if for any Plan Year (or portion thereof) the Committee does not make available Investment Funds for the deemed investment of the amounts in Participants' Accounts, then the amounts in each Participant's Account shall be credited with earnings during such period based upon a rate of return set by the Committee prior to the start of such period. The rate of return set by the Committee may be fixed for the entire Plan Year (or portion thereof) or it may vary from time to time based on one or more benchmark rates selected by the Committee; *provided, however*, that the rate of return set by the Committee shall not be less than the Minimum Return Rate. The rate of return set by the Committee, whether fixed or variable, shall continue in effect until modified by the Committee. No less frequently than annually during each period for which this Section 4.3 applies, each Account of a Participant shall be increased to reflect an earnings allocation as described in this Section 4.3 based upon the balance in such Account as of the next preceding Valuation Date; *provided, however*, that the balance of such Account as of the next preceding Valuation Date shall be reduced by the amount of any distributions made therefrom since the next preceding Valuation Date.

## ARTICLE V

### VESTING AND DISTRIBUTION OF ACCOUNT BALANCES

#### 5.1 Vesting and Forfeitures.

(g) Vesting. A Participant shall at all times be fully vested in his or her Deferral Contributions and the earnings, gains and losses attributable thereto credited to his or her Account with respect to such Deferral Contributions. An Employee Participant shall vest in his or her Company Contributions and the earnings, gains and losses attributable thereto credited to his or her Account with respect to such Company Contributions upon the attainment of three years of Service. Notwithstanding any other provision in this Section 5.1, a Participant shall become fully vested in his or her Account upon the occurrence of a Change in Control.

(h) No Vesting Unless Otherwise Prescribed. No allocations, adjustments, credits or transfers shall ever vest in any Participant any right, title or interest in the Plan except at the times and upon the terms and conditions herein set forth. A Participant whose Separation from Service occurs prior to vesting shall forfeit all amounts in his or her Company Matching Account and Company Enhanced Account and the earnings, gains and losses attributable thereto credited to his or her Account. A Participant to whom Deferral Contributions are distributed pursuant to Section 5.2(b) prior to vesting shall forfeit any and all Company Contributions (and the earnings, gains and losses attributable thereto) corresponding to such distributed Deferral Contributions.

5.2 Election of Time and Form of Distributions. At the time a Participant elects to defer his or her Compensation for a Plan Year, and in accordance with procedures established by the Committee, the Participant shall make the following distribution elections on his or her Deferral Election with respect to the deferrals for such Plan Year:

(c) Separation from Service. The Participant may elect to receive the benefits attributable to his or her Deferral Contributions and Company Contributions for a Plan Year (including the earnings, gains and losses attributable thereto) in the form of either a lump sum payment or annual installment payments over three or five years, as described in Section 5.3, in cash in the event of his or her Separation from Service.

(d) In-Service Distribution. The Participant may elect to receive the benefits attributable to his or her Deferral Contributions and Company Contributions for a Plan Year (including the earnings, gains and losses attributable thereto) in the form of either a lump sum payment or annual installment payments over three or five years, as described in Section 5.3, in cash to be paid or commence in a specified Plan Year while employed by a Participating Company; *provided, however*, that no Participant may make such an election with respect to more than two Plan Years for the duration of such Participant's participation in the Plan; and *provided, further*, that no Participant may elect to receive benefits pursuant to this Section 5.2(b) in a Plan Year prior to the Plan Year beginning two years after the end

of the Plan Year during which the applicable Deferral Contributions and Company Contributions were earned.

If a Participant fails to make an effective election as to the form of distribution of his or her Deferral Contributions for a particular Plan Year, as provided in this Section, then his or her benefits attributable to such Deferral Contributions (including the earnings, gains and losses attributable thereto) shall be distributed in the form of a lump sum payment following the Participant's Separation from Service as provided in Section 5.3(a)(i).

### 5.3 Time of Distribution Upon Distribution Events.

(a) Lump sum Payment. With respect to the portion of a Participant's Account attributable to Deferral Contributions and Company Contributions made for Plan Years for which he or she elected to receive in the form of a lump sum payment (or for which a default election applies as described in the last paragraph of Section 5.2), such lump sum payment shall be paid on the earlier of:

(i) the first day of the seventh month following the month in which occurs the Participant's Separation from Service; or

(ii) the 15th day of January of the calendar year elected by the Participant pursuant to Section 5.2(b).

(b) Installment Payments. With respect to the portion of a Participant's Account attributable to Deferral Contributions and Company Contributions made for Plan Years for which he or she elected to receive annual installment payments over a period of three or five years, such installment payments shall commence on the earlier of:

(i) the first day of the seventh month following the month in which occurs the Participant's Separation from Service; or

(ii) the 15th day of January of the calendar year elected by the Participant pursuant to Section 5.2(b) (but not prior to the end of the Plan Year in which the attributable Compensation was deferred).

With respect to annual installment payments, each annual installment payment shall be equal to the amount resulting from the multiplication of the Participant's Account balance attributable to the applicable Plan Year by a fraction, the numerator of which is "1" and the denominator of which is the number of years remaining in the period (for example, if the period is five years, then the installment payment in year one is equal to the Account balance multiplied by 1/5; in year two, the Account balance multiplied by 1/4; and so forth such that in year five, the entire remaining Account balance is paid to the Participant).

(c) Mandatory Cash Outs of Account Balance. Notwithstanding any other provision of Section 5.2 or Section 5.3 to the contrary, if a Participant's Account balance upon his or her Separation from Service does not exceed the applicable dollar amount under

Section 402(g)(1)(B) of the Code (\$17,500 for 2013), payment of such amount shall automatically be distributed from the Plan, without the Participant's consent, in a lump sum payment on the first day of the seventh month following the month in which occurs the Participant's Separation from Service.

5.4 Beneficiary Designation and Death Benefits. In the event of the death of any Participant prior to the payment of his or her Account balance or after commencing the payment of all or a portion of his or her Account in annual installments, all amounts in his or her Account that have not been paid as of the Participant's death shall be distributed in a lump sum cash payment, as soon as administratively practicable, but in no event later than 90 days after his or her death (regardless of the Participant's Deferral Election) to the Participant's Beneficiary. A Participant shall designate to the Committee, in the form and manner prescribed by the Committee, the Beneficiary or Beneficiaries to receive his or her Account balance following his or her death, and the Participant may at any time change or cancel any such designation by filing a request in the form and manner prescribed by the Committee. If an Employee Participant fails to properly designate a Beneficiary, such Employee Participant's Beneficiary shall be his or her beneficiary designated under the 401(k) Plan. In the event of the death of any Participant, the entire amount in the Account of such Participant shall be distributed to the Participant's Beneficiary, or if there is no Beneficiary, payment will be made to the executor or legal representative of the Participant's estate. If the Beneficiary does not predecease the Participant, but dies prior to distribution of the Participant's entire benefit, the remaining benefit will be paid to the executor or legal representative of the Beneficiary's estate.

5.5 Taxes. If the whole or any part of any Participant's or Beneficiary's benefit hereunder shall become subject to any estate, inheritance, income, employment or other tax which the Participating Company shall be required to pay or withhold, the Participating Company shall have the full power and authority to withhold and pay such tax out of any monies or other property held for the account of the Participant or Beneficiary whose interests hereunder are so affected (including, without limitation, by reducing and offsetting the Participant's or Beneficiary's Account balance). Prior to making any payment, the Participating Company may require such releases or other documents from any lawful taxing authority as it shall deem necessary.

5.6 Errors and Omissions in Accounts. If an error or omission is discovered in the Account of a Participant or Beneficiary, the Committee, in its sole discretion, shall cause appropriate, equitable adjustments to be made as soon as administratively practicable following the discovery of such error or omission.

5.7 Withdrawal for Unforeseeable Emergency. Any Participant may make application to the Committee to withdraw in a single sum from his or her Deferral Contribution Account, vested Company Matching Account and vested Company Enhanced Contribution Account such amount, and not more than that amount, as is reasonably needed to satisfy a need due to an Unforeseeable Emergency. Whether or not a Participant has incurred an Unforeseeable Emergency shall be determined by the Committee on the basis of all relevant facts available to the Committee and in accordance with written procedures established by the Committee. Such written procedures shall specify the requirements for requesting and receiving distributions on account of Unforeseeable

Emergency, including what forms must be submitted and to whom. The Committee shall uniformly and consistently apply such written procedures so that all Participants in similar circumstances are treated alike. All determinations regarding Unforeseeable Emergency must be made in accordance with objective nondiscretionary criteria. Such determinations must also comply with applicable Department of Treasury regulations and rulings. An application for a withdrawal made pursuant to this Section 5.7 must be in writing and must state the reason or reasons for the need of such Participant to make such a withdrawal. Such application must specify the amount necessary to satisfy the Participant's Unforeseeable Emergency. The Committee shall be entitled to rely upon the Participant's representations set forth in his or her application, to the extent that such reliance is reasonable. A distribution made pursuant to this Section 5.7 shall not exceed the amount necessary to meet the Unforeseeable Emergency of the Participant. The amount of an Unforeseeable Emergency withdrawal may include any amounts necessary to pay any federal, state or local income taxes reasonably anticipated to result from the distribution. Applications under this Section 5.7 shall be processed as soon as administratively feasible. The Committee shall direct the Company when to disburse any funds as an Unforeseeable Emergency withdrawal.

5.8 Acceleration of Benefits. Notwithstanding any other provision of the Plan to the contrary, in no event shall the Plan permit the acceleration of the time or schedule of any payment or distribution under the Plan, except that the Committee may accelerate a payment or distribution under the Plan as follows:

- (a) to fulfill a domestic relations order, as provided in Treasury Regulation Section 1.409A-3(j)(4)(ii) (or any successor regulations or guidance thereto);
- (b) to comply with a certificate of divestiture, as provided in Treasury Regulation Section 1.409A-3(j)(4)(iii) (or any successor regulations or guidance thereto); or
- (c) to pay employment taxes on such deferred compensation, as provided in Treasury Regulation Section 1.409A-3(j)(4)(vi) (or any successor regulations or guidance thereto).



## ARTICLE VI

### CLAIMS

6.1 Rights. If a Participant or Beneficiary has any grievance, complaint or claim concerning any aspect of the operation or administration of the Plan, including, but not limited to, claims for benefits, the Participant or Beneficiary shall submit the claim in accordance with the procedures set forth in this Article VI.

6.2 Procedure. Claims for benefits under the Plan may be filed in writing with the Committee on a form or in such other written documents as the Committee may prescribe. The Committee shall furnish to the claimant written notice of the disposition of a claim within 90 days after the claim therefor is filed; *provided, however*, that if special circumstances require an extension of time for processing the claim, the Committee shall furnish written notice of the extension to the claimant prior to the end of the initial 90-day period, and such extension shall not exceed one additional, consecutive 90-day period. In the event the claim is denied, the notice of the disposition of the claim shall provide the specific reasons for the denial, citations of the pertinent provisions of the Plan, an explanation as to how the claimant can perfect the claim and/or submit the claim for review (where appropriate), and a statement of the claimant's right to bring a civil action under ERISA pursuant to mandatory arbitration following an adverse determination on review.

6.3 Appeal. Any Participant or Beneficiary who has been denied a benefit shall be entitled, upon request to the Committee, to appeal the denial of his or her claim. The claimant (or his or her duly authorized representative) may review pertinent documents related to the Plan and in the Committee's possession in order to prepare the appeal. The request for review, together with a written statement of the claimant's position, must be filed with the Committee no later than 60 days after receipt of the written notification of denial of a claim provided above. The Committee's decision shall be made within 60 days following the filing of the request for review and shall be communicated in writing to the claimant; *provided*, if special circumstances require an extension of time for processing the appeal, the Committee shall furnish written notice of the extension to the claimant prior to the end of the initial 60-day period, and such extension shall not exceed one additional 60-day period. If unfavorable, the notice of the decision shall explain the reasons for denial, indicate the provisions of the Plan or other documents used to arrive at the decision and state the claimant's right to bring a civil action under ERISA.

6.4 Satisfaction of Claims. Any payment to a Participant or Beneficiary, all in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Committee and all Participating Companies, any of which may require such Participant or Beneficiary as a condition to such payment to execute a receipt and release therefor in such form as shall be determined by the Committee or the Participating Companies. If a receipt and release is required and the Participant or Beneficiary (as applicable) does not provide such receipt and release in a timely enough manner to permit a timely distribution in accordance with the general timing of distribution provisions in the Plan, the payment of any affected distribution(s) may be delayed until the Committee or the Participating Company receives a proper receipt and release.

6.5 Limitations. Benefits under the Plan will be paid only if the Committee decides in its discretion that a Participant or Beneficiary is entitled to benefits. Notwithstanding the foregoing or any provision of the Plan to the contrary, a Participant must exhaust all administrative remedies set forth in this Article VI or otherwise established by the Committee before bringing any action at law or equity. Any claim based on a denial of a claim under the Plan must be brought no later than the date which is two years after the date of the final denial of a claim under Section 6.3. Any claim not brought within such time shall be waived and forever barred.

## **ARTICLE VII**

### **SOURCE OF FUNDS**

7.1 Source of Funds. This Plan is intended to be, and shall be construed as, an unfunded plan maintained by the Company primarily for the purpose of providing deferred compensation for a select group of key management or highly compensated employees and directors. The benefits provided under this Plan shall be a general, unsecured obligation of the Company payable solely from the general assets of the Company, and neither the Participant nor the Participant's Beneficiary or estate shall have any interest in any assets of the Company or any Participating Company by virtue of this Plan. Except as may be provided under a "rabbi trust", no fund or other assets will ever be set aside or segregated for the benefit of any Participant or Participant's Beneficiary under this Plan. The adoption of the Plan and any setting aside of amounts by the Company with which to discharge its obligations hereunder shall not be deemed to create a trust; legal and equitable title to any funds so set aside shall remain in the Company and any funds so set aside shall remain subject to the general creditors of the Company.

## ARTICLE VIII

### ADMINISTRATION

8.1 Committee. The Committee shall be organized and shall take action in a manner provided under the Committee's Charter or By-Laws or such other rules as may from time to time be adopted by or for the Committee.

8.2 Rights and Duties. The Committee shall administer the Plan and shall have all the powers necessary to accomplish that purpose, including (but not limited to) the following:

(a) To construe, interpret and administer the Plan;

(b) To make determinations required by the Plan, including the eligibility of any person to participate in the Plan, and to maintain records regarding Participants' and Beneficiaries' benefits hereunder;

(c) To compute and certify to each Participating Company the amount and kinds of benefits payable to Participants and Beneficiaries, and to determine the time and manner in which such benefits are to be paid;

(d) To determine the person or persons to whom such benefits will be paid;

(e) To authorize all disbursements by each Participating Company pursuant to the Plan;

(f) To maintain all the necessary records of the administration of the Plan;

(g) To make and publish such rules as it deems necessary or proper for the efficient administration of the Plan as are not inconsistent with the terms hereof;

(h) To have all powers elsewhere conferred upon it;

(i) To appoint a Trustee hereunder;

(j) By written instrument, to allocate and delegate its responsibilities, including to any other committee, individuals, or entities from time to time, the performance of any of its duties or responsibilities hereunder;

(k) To administer the claims and review procedures specified in Article VI; and

(l) To hire agents, accountants, actuaries, consultants and legal counsel to assist in operating and administering the Plan.

The Committee shall have the exclusive right to construe and interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters shall be final and conclusive on all Participants, Beneficiaries and other parties.

8.3 Compensation, Indemnity and Liability. The Committee and its members shall serve as such without bond and without compensation for services hereunder. All expenses of the Committee shall be paid by the Participating Companies. No member of the Committee shall be liable for any act or omission of any other member of the Committee, or for any act or omission on his or her own part, excepting his or her own willful misconduct. Without limiting the generality of the foregoing, any such decision or action taken by the Committee in reliance upon any information supplied to it by an officer of the Company, the Company's legal counsel, or the Company's independent accountants in connection with the administration of the Plan shall be deemed to have been taken in good faith. The Participating Companies shall indemnify and hold harmless the Committee and each member from and against any and all damages, losses, expenses and liabilities, including reasonable legal fees and expenses, arising out of his or her membership on the Committee and administration of the Plan, except to the extent that the effects and consequences of such personal acts, omissions or conduct result from willful misconduct.

Moreover, each Participant, by executing an election to participate in the Plan and becoming a Participant hereunder, acknowledges and agrees to indemnify and hold harmless the Committee, its members and the Participating Companies from and against any and all damages, losses, expenses and liabilities, including reasonable legal fees and expenses, arising from third-party claims or disputes related to or involving the Participant's interest in the Plan (including, without limitation, tax liens and levies, creditors' claims, garnishment and bankruptcy proceedings, and proceedings in domestic relations), except to the extent that the effects and consequences of such personal acts, omissions or conduct result from willful misconduct.

8.4 Designation of Participating Companies. The Committee may designate any Affiliate as a Participating Company by written instrument delivered to the Company, the Trustee (if any), and the designated Affiliate, with such Participating Companies set forth on *Appendix A* of the Plan. Such written instrument shall specify the effective date of such designated participation and shall become, as to such designated Affiliate and its employees, a part of the Plan. Each designated Affiliate shall be conclusively presumed to have consented to its designation and to have agreed to be bound by the terms of the Plan and any and all amendments thereto with respect to its Eligible Employees and Participants upon its submission of information to the Committee required by the terms of or with respect to the Plan or upon making a contribution pursuant to the terms of the Plan. Each designated Affiliate shall authorize and designate the Company as its agent to act for it in all transactions affecting the administration of the Plan and shall authorize and designate the Committee to act for such Affiliate and its Eligible Employees and Participants in the same manner in which the Committee may act for the Company and its Eligible Employees and Participants hereunder. The Committee may revoke the designation of any Affiliate as a Participating Company by written instrument delivered to the Company, the Trustee (if any), and the designated Affiliate (and *Appendix A* shall be amended to reflect the same), with such revocation effective as provided in such written instrument (and consistent with Code Section 409A). On and after the effective date of such revocation, the Affiliate's employees shall no longer be Eligible Employees and thus not be permitted to be active Participants under the Plan. Unless the Committee expressly provides otherwise, if a Participant Company ceases to be an Affiliate, such Affiliate shall automatically cease to be a Participating Company without any action required by the Committee.



## ARTICLE IX

### **AMENDMENT AND TERMINATION**

9.1 Amendments. The Committee shall have the right to amend the Plan in whole or in part at any time. Any amendment shall be in writing and executed by a duly authorized officer of the Company. An amendment to the Plan may modify its terms in any respect whatsoever, and may include, without limitation, a permanent or temporary freezing of the Plan such that the Plan shall remain in effect with respect to existing Account balances without permitting any new contributions; *provided, however*, that no such action may reduce the amount already credited to a Participant's or Beneficiary's Account without the affected Participant's or Beneficiary's written consent.

9.2 Termination of the Plan. The Company reserves the right to discontinue and terminate the Plan at any time and for any reason. Any action to terminate the Plan shall be taken by the Committee in the form of a written Plan amendment executed by a duly authorized officer of the Company. In the event of a termination of the Plan, unpaid benefits shall continue to be an obligation of the Company and, unless otherwise expressly provided by resolution of the Committee, shall be paid as scheduled and in all events in a manner consistent with the requirements of Code Section 409A. If the Plan is terminated and the Committee expressly provides for each Participant's Account to be distributed, such amounts shall be paid in a single sum as soon as practicable after the date the Plan is terminated. The amount of any such distribution shall be determined as of the Valuation Date immediately preceding the date any such termination distribution is to be processed. Termination of the Plan shall be binding on all Participants and Beneficiaries.

## ARTICLE X

### MISCELLANEOUS

10.1 Taxation. It is the intention of the Company that the benefits payable hereunder shall not be deductible by the Participating Companies or taxable for federal income tax purposes to Participants or Beneficiaries until such benefits are paid by the Participating Companies, or the Trust, as the case may be, to such Participants or Beneficiaries. The provisions of the Plan shall be construed and interpreted and the Plan shall be operated in a manner consistent with the requirements of Code Section 409A and the accompanying Treasury regulations and guidance issued by the Internal Revenue Service. Specifically, no provision of the Plan that would provide for a distribution that is subject to the additional tax under Code Section 409A shall be permitted and any provision of the Plan which would result in a failure to meet the requirements of Code Section 409A shall be deemed null and void.

10.2 No Employment Contract. Nothing herein contained is intended to be, nor shall be construed as constituting, a contract or other arrangement between the Company or any Participating Company and any Participant to the effect that the Participant will be employed by a Participating Company for any specific period of time.

10.3 Headings. The headings of the various Articles and Sections in the Plan are solely for convenience and shall not be relied upon in construing any provisions hereof. Any reference to a Section shall refer to a Section of the Plan unless specified otherwise.

10.4 Gender and Number. Use of any gender in the Plan will be deemed to include both genders when appropriate, and use of the singular number will be deemed to include the plural when appropriate, and vice versa in each instance.

10.5 Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume the obligations hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

10.6 Assignment of Benefits. The right of a Participant or Beneficiary to receive payments under the Plan shall not be anticipated, alienated, sold, assigned, transferred, pledged, encumbered, attached or garnished by creditors of such Participant or Beneficiary, except by will or by the laws of descent and distribution and then only to the extent permitted under the terms of the Plan.

10.7 Entire Plan. The Plan supersedes all prior agreements, if any, understandings and arrangements, oral or written, with respect to Deferral Elections, Company Matching Contributions and Company Enhanced Contributions made with respect to compensation paid or made available to Participants on and after the Effective Date.



10.8 Legally Incompetent. The Committee, in its sole discretion, may direct that a payment to be made to an incompetent or disabled person, whether because of minority or mental or physical disability, instead be made to the guardian of such person or to the person having custody of such person, without further liability either on the part of the Company or the Participating Companies for the amount of such payment to the person on whose account such payment is made.

10.9 Notice. Any notice or filing required or permitted to be given to the Committee or the Company under the Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the principal office of the Company. Such notice shall be deemed given as of the date of delivery or, if delivery is made by registered or certified mail, as of the date shown on the postmark on the receipt for registration or certification.

10.10 Governing Law. The Plan shall be construed, administered and governed in all respects in accordance with ERISA and other applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Texas. If any provisions of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

*[Execution Page Follows]*

**IN WITNESS WHEREOF**, the Company has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute but one and the same instrument which may be sufficiently evidenced by any executed copy hereof, this 21st day of February, 2013, but effective as of April 1, 2013.

**FORUM ENERGY TECHNOLOGIES, INC.**

By: /s/ C. Christopher Gaut  
Name: C. Christopher Gaut  
Title: Chairman & Chief Executive Officer

**Forum Energy Technologies, Inc.  
Certification**

I, C. Christopher Gaut, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Forum Energy Technologies, Inc.;
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)) 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. 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
  - c. 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: May 3, 2013

By: /s/ C. Christopher Gaut  
C. Christopher Gaut  
Chief Executive Officer

**Forum Energy Technologies, Inc.  
Certification**

I, James W. Harris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Forum Energy Technologies, Inc.;
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)) 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. 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
  - c. 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: May 3, 2013

By: /s/ James W. Harris  
James W. Harris  
Chief Financial Officer

Certification Pursuant to 18 U.S.C. Section 1350  
(Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Quarterly Report on Form 10-Q of Forum Energy Technologies, Inc. (the "Company") for the quarter ended March 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), C. Christopher Gaut, as Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 3, 2013

By: /s/ C. Christopher Gaut

C. Christopher Gaut

Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification shall not be deemed filed by the Company for purposes of § 18 of the Exchange Act.

Certification Pursuant to 18 U.S.C. Section 1350  
(Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Quarterly Report on Form 10-Q of Forum Energy Technologies, Inc. (the "Company") for the quarter ended March 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), James W. Harris, as Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 3, 2013

By: /s/ James W. Harris

James W. Harris

Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification shall not be deemed filed by the Company for purposes of § 18 of the Exchange Act.