
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, 2010

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 1-16129

FLUOR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

33-0927079

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

6700 Las Colinas Boulevard

Irving, Texas

(Address of principal executive offices)

75039

(Zip Code)

469-398-7000

(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 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 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 30, 2010, 178,736,123 shares of the registrant's common stock, \$0.01 par value, were outstanding.

FLUOR CORPORATION

FORM 10-Q

March 31, 2010

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PART I: FINANCIAL INFORMATION

Item 1. Financial Statements

**FLUOR CORPORATION
CONDENSED CONSOLIDATED STATEMENT OF EARNINGS**

UNAUDITED

(in thousands, except per share amounts)	Three Months Ended March 31,	
	2010	2009
TOTAL REVENUE	\$ 4,918,855	\$ 5,797,889
TOTAL COST OF REVENUE	4,658,297	5,448,616
OTHER (INCOME) AND EXPENSES		
Corporate general and administrative expense	30,908	25,415
Interest expense	3,172	2,583
Interest income	(6,610)	(7,225)
Total cost and expenses	4,685,767	5,469,389
EARNINGS BEFORE TAXES	233,088	328,500
INCOME TAX EXPENSE	79,416	107,213
NET EARNINGS	153,672	221,287
NET EARNINGS ATTRIBUTABLE TO NONCONTROLLING INTERESTS	(17,037)	(16,488)
NET EARNINGS ATTRIBUTABLE TO FLUOR CORPORATION	\$ 136,635	\$ 204,799
EARNINGS PER SHARE		
BASIC	\$ 0.77	\$ 1.13
DILUTED	\$ 0.76	\$ 1.12
SHARES USED TO CALCULATE EARNINGS PER SHARE		
BASIC	178,163	180,317
DILUTED	180,769	181,204
DIVIDENDS DECLARED PER SHARE	\$ 0.125	\$ 0.125

See Notes to Condensed Consolidated Financial Statements.

FLUOR CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEET

UNAUDITED

(in thousands, except share amounts)	March 31, 2010	December 31, 2009
ASSETS		
Current assets		
Cash and cash equivalents (\$171,220 and \$172,991 related to variable interest entities ("VIEs"))	\$ 1,608,989	\$ 1,687,028
Marketable securities, current	359,245	603,594
Accounts and notes receivable, net (\$103,393 and \$99,609 related to VIEs)	1,138,132	988,991
Contract work in progress (\$148,102 and \$43,115 related to VIEs)	1,695,805	1,405,785
Deferred taxes	146,112	131,101
Other current assets	304,164	305,589
Total current assets	5,252,447	5,122,088
Marketable securities, noncurrent	292,027	335,216
Property, plant and equipment (net of accumulated depreciation of \$847,258 and \$817,976)	830,755	837,034
Investments and goodwill	268,307	273,285
Deferred taxes	229,036	247,517
Deferred compensation trusts	288,667	279,852
Other	92,587	83,491
	\$ 7,253,826	\$ 7,178,483
LIABILITIES AND EQUITY		
Current liabilities		
Trade accounts payable (\$112,901 and \$69,955 related to VIEs)	\$ 1,311,823	\$ 1,334,301
Convertible senior notes	99,709	109,789
Advance billings on contracts (\$191,878 and \$142,119 related to VIEs)	958,699	980,437
Accrued salaries, wages and benefits (\$53,802 and \$43,247 related to VIEs)	562,412	581,193
Other accrued liabilities	323,993	295,678
Total current liabilities	3,256,636	3,301,398
Long-term debt due after one year	17,745	17,740
Noncurrent liabilities	536,190	525,452
Contingencies and commitments		
Equity		
Shareholders' equity		
Capital stock		
Preferred – authorized 20,000,000 shares (\$0.01 par value); none issued	—	—
Common – authorized 375,000,000 shares (\$0.01 par value); issued and outstanding – 178,729,811 and 178,824,617 shares in 2010 and 2009, respectively	1,787	1,788
Additional paid-in capital	668,746	682,304
Accumulated other comprehensive loss	(210,834)	(220,987)
Retained earnings	2,956,498	2,842,428
Total shareholders' equity	3,416,197	3,305,533
Noncontrolling interests	27,058	28,360
Total equity	3,443,255	3,333,893
	\$ 7,253,826	\$ 7,178,483

See Notes to Condensed Consolidated Financial Statements.

FLUOR CORPORATION
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS

UNAUDITED

(in thousands)	Three Months Ended March 31,	
	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Net earnings	\$ 153,672	\$ 221,287
Adjustments to reconcile net earnings to cash provided by operating activities:		
Depreciation of fixed assets	45,948	43,687
Amortization of intangibles	371	340
Restricted stock and stock option amortization	9,630	8,209
Deferred compensation trust	(8,815)	8,557
Deferred compensation obligation	8,509	(11,235)
Taxes paid on vested restricted stock	(6,495)	(4,694)
Deferred taxes	(404)	(5,719)
Stock plans tax benefit	(359)	637
Retirement plan accrual, net of contributions	7,716	4,342
Changes in operating assets and liabilities	(486,080)	(178,388)
Equity in earnings of investees, net of dividends	17,124	(10,778)
Other items	6,621	(160)
Cash (utilized) provided by operating activities	(252,562)	76,085
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of marketable securities	(197,681)	(558,112)
Proceeds from the sales and maturities of marketable securities	479,886	258,541
Capital expenditures	(47,998)	(53,149)
Proceeds from disposal of property, plant and equipment	9,578	10,167
Investments in partnerships and joint ventures	(2,783)	(454)
Other items	(4,957)	2,569
Cash provided (utilized) by investing activities	236,045	(340,438)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repurchase of common stock	(17,071)	(60,103)
Dividends paid	(22,555)	(22,772)
Repayment of convertible debt	(10,080)	(9,764)
Distributions paid to noncontrolling interests	(17,247)	(6,637)
Capital contribution by joint venture partner	1,000	—
Stock options exercised	527	552
Stock plans tax benefit	359	(637)
Other items	(1,310)	240
Cash utilized by financing activities	(66,377)	(99,121)
Effect of exchange rate changes on cash	4,855	(524)
Decrease in cash and cash equivalents	(78,039)	(363,998)
Cash and cash equivalents at beginning of period	1,687,028	1,834,324
Cash and cash equivalents at end of period	\$ 1,608,989	\$ 1,470,326

See Notes to Condensed Consolidated Financial Statements.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

UNAUDITED

- (1) The Condensed Consolidated Financial Statements do not include footnotes and certain financial information normally presented annually under accounting principles generally accepted in the United States and, therefore, should be read in conjunction with the company's December 31, 2009 annual report on Form 10-K. Accounting measurements at interim dates inherently involve greater reliance on estimates than at year-end. The results of operations for the three months ended March 31, 2010 are not necessarily indicative of results that can be expected for the full year.

The Condensed Consolidated Financial Statements included herein are unaudited; however, they contain all adjustments (consisting of normal recurring accruals) which, in the opinion of management, are necessary to present fairly its consolidated financial position as of March 31, 2010 and its consolidated results of operations and cash flows for the three months ended March 31, 2010 and 2009. Management has evaluated all material events occurring subsequent to the date of the financial statements up to the date and time this quarterly report is filed on Form 10-Q.

Certain 2009 amounts have been reclassified to conform with the 2010 presentation.

- (2) *Recent Accounting Pronouncements*

In October 2009, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2009-13, "Multiple-Deliverable Revenue Arrangements," which amends certain guidance in Accounting Standards Codification ("ASC") 605-25, "Revenue Recognition — Multiple Element Arrangements." ASU 2009-13 requires entities to allocate revenue in an arrangement using estimated selling prices of the delivered goods and services based on a selling price hierarchy. The amendments eliminate the residual method of revenue allocation and require revenue to be allocated using the relative selling price method. ASU 2009-13 is effective for annual reporting periods beginning on or after June 15, 2010 and should be applied on a prospective basis for revenue arrangements entered into or materially modified, with early adoption permitted. Management is currently evaluating the impact on the company's financial position, results of operations and cash flows.

During the first quarter of 2010, the company implemented other new accounting pronouncements that are discussed in the notes where applicable.

- (3) The components of comprehensive income, net of related tax, are as follows:

(in thousands)	Three Months Ended March 31,	
	2010	2009
Net earnings	\$ 153,672	\$ 221,287
Unrealized gain (loss) on debt securities ⁽¹⁾	317	(201)
Unrealized gain (loss) on derivative contracts ⁽²⁾	238	(3,825)
Foreign currency translation adjustment ⁽³⁾	937	(4,908)
Ownership share of equity method investee's other comprehensive loss ⁽⁴⁾	(2,509)	—
Pension plan adjustment ⁽⁵⁾	11,170	7,490
Comprehensive income	163,825	219,843
Comprehensive income attributable to noncontrolling interests	(17,037)	(16,488)
Comprehensive income attributable to Fluor Corporation	\$ 146,788	\$ 203,355

(1) Net of deferred tax expense of \$0.2 million during the three months ended March 31, 2010. Deferred tax benefit related to the three months ended March 31, 2009 was immaterial.

(2) Net of deferred tax expense of \$0.1 million and deferred tax benefit of \$2.3 million during the three months ended March 31, 2010 and 2009, respectively.

(3) Net of deferred tax expense of \$0.5 million and deferred tax benefit of \$1.6 million during the three months ended March 31, 2010 and 2009, respectively.

(4) Net of deferred tax benefit of \$1.5 million during the three months ended March 31, 2010.

(5) Net of deferred tax expense of \$6.7 million and \$4.5 million during the three months ended March 31, 2010 and 2009, respectively.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

- (4) The effective tax rate, based on the company's actual operating results for the three months ended March 31, 2010 and 2009, was 34.1 percent and 32.6 percent, respectively. The effective tax rate was higher for the three month period ending March 31, 2010 due to recognition of a deferred tax benefit associated with taxes on unremitted foreign earnings in the same period in the prior year.

The company conducts business globally and, as a result, the company or one or more of its subsidiaries files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. In the normal course of business the company is subject to examination by taxing authorities throughout the world, including such major jurisdictions as Australia, Canada, the Netherlands, South Africa, the United Kingdom and the United States. Although the company believes its reserves for its tax positions are reasonable, the final outcome of tax audits could be materially different, both favorably and unfavorably. With few exceptions, the company is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations for years before 2003.

In March 2010, President Obama signed into law the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010. Beginning January 1, 2013, these laws change the tax treatment for retiree prescription drug expenses by eliminating the tax deduction available to the extent that those expenses are reimbursed under Medicare Part D. These laws did not have a material impact on the company's financial position, results of operations or cash flows.

- (5) Cash paid for interest was \$2.9 million and \$4.3 million for the three months ended March 31, 2010 and 2009, respectively. Income tax payments, net of receipts, were \$26.3 million and \$41.9 million during the three-month periods ended March 31, 2010 and 2009, respectively.
- (6) In 2009, the company applied the provisions of FSP Emerging Issues Task Force ("EITF") 03-6-1, "Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities" (ASC 260-10-45). ASC 260-10-45 clarified that all outstanding unvested share-based payment awards that contain rights to nonforfeitable dividends participate in undistributed earnings with common shareholders. The company's unvested restricted stock units and unvested restricted stock awards were considered to be participating securities since the quarterly dividends paid were nonforfeitable. ASC 260-10-45 required that the two-class method of computing basic EPS be applied. Under the two-class method, the company's stock options were not considered to be participating securities.

Starting in the first quarter of 2010, dividends on unvested restricted stock units and unvested restricted stock awards are accumulated and become payable only when the units and awards vest. As a result, the company's unvested restricted stock units and unvested restricted stock awards are no longer considered to be participating securities and the two-class method of computing EPS is not required. Diluted EPS reflects the assumed exercise or conversion of all dilutive securities using the treasury stock method.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

The calculations of the basic and diluted EPS for the three months ended March 31, 2010 under the treasury stock method are presented below:

(in thousands, except per share amounts)	Three Months Ended March 31, 2010
Net earnings attributable to Fluor Corporation	\$ 136,635
Basic EPS:	
Weighted average common shares outstanding	178,163
Basic earnings per share	\$ 0.77
Diluted EPS:	
Weighted average common shares outstanding	178,163
Diluted effect:	
Employee stock options and restricted stock units and shares	1,169
Conversion equivalent of dilutive convertible debt	1,437
Weighted average diluted shares outstanding	180,769
Diluted earnings per share	\$ 0.76
Anti-dilutive securities not included above	1,185

The calculations of the basic and diluted EPS for the three months ended March 31, 2009 under the two-class method are presented below:

(in thousands, except per share amounts)	Three Months Ended March 31, 2009
Basic EPS:	
Net earnings attributable to Fluor Corporation	\$ 204,799
Portion allocable to common shareholders	99.16%
Net earnings allocable to common shareholders	\$ 203,079
Weighted average common shares outstanding	180,317
Basic earnings per share	\$ 1.13
Diluted EPS:	
Net earnings allocable to common shareholders	\$ 203,079
Weighted average common shares outstanding	180,317
Diluted effect:	
Employee stock options	24
Conversion equivalent of dilutive convertible debt	863
Weighted average diluted shares outstanding	181,204
Diluted earnings per share	\$ 1.12
Anti-dilutive securities not included above	1,835

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

The table below sets forth the calculation of the percentage of net earnings allocable to common shareholders under the two-class method:

(shares in thousands)	Three Months Ended March 31, 2009
Numerator:	
Weighted average participating common shares	180,317
Denominator:	
Weighted average participating common shares	180,317
Add: Weighted average restricted shares and units	1,520
Weighted average participating shares	181,837
Portion allocable to common shareholders	99.16%

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

- (7) The following table presents, for each of the fair value hierarchy levels required under Financial Accounting Standard (“SFAS”) No. 157, “Fair Value Measurements” (ASC 820-10), the company’s assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2010 and December 31, 2009:

(in thousands)	March 31, 2010					December 31, 2009				
	Fair Value Measurements Using					Fair Value Measurements Using				
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)		Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets:										
Cash and cash equivalents	\$ 39,389	\$ 32,389 ⁽¹⁾	\$ 7,000 ⁽²⁾	\$ —	\$ 66,167	\$ 66,167 ⁽¹⁾	\$ —	\$ —	\$ —	\$ —
Marketable securities, current	127,351	—	127,351 ⁽²⁾	—	104,059	—	104,059 ⁽²⁾	—	—	—
Deferred compensation trusts	65,665	65,665 ⁽¹⁾	—	—	65,664	65,664 ⁽¹⁾	—	—	—	—
Marketable securities, noncurrent	291,361	—	291,361 ⁽³⁾	—	334,552	—	334,552 ⁽³⁾	—	—	—
Derivative assets⁽⁴⁾										
Commodity swap forward contracts	2,986	—	2,986	—	3,159	—	3,159	—	—	—
Foreign currency contracts	1,833	—	1,833	—	—	—	—	—	—	—
Liabilities:										
Derivative liabilities⁽⁴⁾										
Commodity swap forward contracts	\$ 3,015	\$ —	\$ 3,015	\$ —	\$ 3,091	\$ —	\$ 3,091	\$ —	\$ —	\$ —
Foreign currency contracts	615	—	615	—	2,434	—	2,434	—	—	—

- (1) Consists of registered money market funds valued at fair value, which represents the net asset value of the shares of such funds as of the close of business at the end of the period. The fair value is not materially different from the cost basis.
- (2) Consists of investments in U.S. agency securities, U.S. Treasury securities, corporate debt securities and other debt securities which are valued at the last reported sale price on the last business day at the end of the period. Securities not traded on the last business day are valued at the last reported bid price. The fair value is not materially different from the cost basis.
- (3) Consists of investments in U.S. agency securities, U.S. Treasury securities, international government and government-related securities, corporate debt securities and other debt securities with maturities ranging from one to five years which are valued at the last reported sale price on the last business day at the end of the period. Securities not traded on the last business day are valued at the last reported bid price. The fair value is not materially different from the cost basis.
- (4) See Note 8 for the classification of commodity swap forward contracts and foreign currency contracts on the Condensed Consolidated Balance Sheet. Commodity swap forward contracts are estimated using standard pricing models with market-based inputs, which take into account the present value of estimated future cash flows. Foreign currency contracts are estimated by obtaining quotes from brokers.

All of the company’s money market funds and investments carried at fair value are included in the table above and are available-for-sale securities. These available-for-sale securities are made up of the following security types as of March 31, 2010: money market funds of \$98 million, U.S. agency securities of \$172 million, U.S. Treasury securities of \$35 million, corporate debt securities of \$210 million and other securities of \$9 million. As of December 31, 2009, available-for-sale securities consisted of money market funds of \$132 million, U.S. agency securities of \$200 million, U.S. Treasury securities of \$48 million, corporate debt securities of \$181 million and other securities of \$9 million.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

The estimated fair values of the company's financial instruments that are not measured at fair value on a recurring basis are as follows:

(in thousands)	March 31, 2010		December 31, 2009	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets:				
Cash and cash equivalents ⁽¹⁾	\$ 1,569,600	\$ 1,569,600	\$ 1,620,861	\$ 1,620,861
Marketable securities, current ⁽²⁾	231,894	231,894	499,535	499,535
Marketable securities, noncurrent ⁽³⁾	666	666	664	664
Notes receivable, including noncurrent portion	24,785	24,785	38,430	38,430
Liabilities:				
1.5% Convertible Senior Notes	99,709	169,354	109,789	177,858
5.625% Municipal Bonds	17,745	18,040	17,740	18,215

(1) Consists of bank deposits with original maturities of 90 days or less.

(2) Consists of held-to-maturity time deposits with original maturities greater than 90 days.

(3) Consists of a held-to-maturity time deposit which matures in 2013.

Fair values were determined as follows:

- The carrying amounts of cash and cash equivalents, marketable securities, current and notes receivable that are current approximate fair value because of the short-term maturity of these instruments.
- The carrying amounts of marketable securities, noncurrent are carried at amortized cost which approximates fair value.
- Notes receivable classified as noncurrent are carried at net realizable value which approximates fair value.
- The fair value of the Convertible Senior Notes and Municipal Bonds are estimated based on quoted market prices for the same or similar issues or on the current rates offered to the company for debt of the same maturities.

In the first quarter of 2010, the company adopted FASB ASU 2010-06 "Improving Disclosure about Fair Value Measurements" (ASC 820). ASU 2010-06 requires, on a prospective basis, additional disclosures regarding significant transfers in and out of Level 1 and Level 2 fair value measurements, of which the company had none for the three months ended March 31, 2010. ASU 2010-06 also clarifies existing disclosure requirements related to the level of disaggregation of fair value measurements for each class of assets and liabilities and disclosures about inputs and valuation techniques used to measure fair value. The adoption of ASU 2010-06 did not have a material impact on the company's disclosures in its Condensed Consolidated Financial Statements.

- (8) The company limits exposure to foreign currency fluctuations in most of its engineering and construction contracts through provisions that require client payments in currencies corresponding to the currencies in which cost is incurred. Certain financial exposure, which includes currency and commodity price risk associated with engineering and construction contracts and currency risk associated with intercompany transactions, may subject the company to earnings volatility. In cases where financial exposure is identified, the company generally mitigates the risk by utilizing derivative instruments. These instruments are designated as either fair value or cash flow hedges in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" (ASC 815). The company formally documents its hedge relationships at the inception of the agreements, including identification of the hedging instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the hedge transaction. The company also formally assesses, both at inception and at least quarterly thereafter, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in the fair value of the hedged items. The fair values of all derivative instruments are recognized as assets or liabilities at the balance sheet date. For fair value hedges, the effective portion of the change in the fair value of the derivative instrument is offset against the change in the fair value of the underlying asset through earnings. The effective portion of the derivative

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

instruments' gains or losses due to changes in fair value, associated with the cash flow hedges, are recorded as a component of accumulated other comprehensive income (loss) ("OCI") and are reclassified into earnings when the hedged items settle. Any ineffective portion of a derivative instrument's change in fair value is recognized in earnings immediately. The company does not enter into derivative instruments or hedging activities for speculative or trading purposes.

As of March 31, 2010, the company had total gross notional amounts of \$95 million of foreign exchange forward contracts and \$59 million of commodity swap forward contracts outstanding relating to engineering and construction contract obligations and intercompany transactions. The foreign exchange forward contracts are of varying duration, none of which extend beyond April 2011. The commodity swap forward contracts are of varying duration, none of which extend beyond four years. The impact to earnings due to hedge ineffectiveness was immaterial for the three months ended March 31, 2010 and 2009, respectively.

The fair values of derivatives designated as hedging instruments under ASC 815 as of March 31, 2010 and December 31, 2009 were as follows:

(in thousands)	Asset Derivatives			Liability Derivatives		
	Balance Sheet Location	March 31, 2010	December 31, 2009	Balance Sheet Location	March 31, 2010	December 31, 2009
Commodity swaps	Other current assets	\$ 1,697	\$ 1,677	Other accrued liabilities	\$ 2,923	\$ 3,037
Foreign currency forwards	Other current assets	1,833	—	Other accrued liabilities	614	2,416
Commodity swaps	Other assets	1,289	1,482	Noncurrent liabilities	92	54
Foreign currency forwards	Other assets	—	—	Noncurrent liabilities	1	18
Total derivatives		<u>\$ 4,819</u>	<u>\$ 3,159</u>		<u>\$ 3,630</u>	<u>\$ 5,525</u>

The effect of derivative instruments on the Condensed Consolidated Statement of Earnings for the three months ended March 31, 2010 and 2009 was as follows:

Fair Value Hedges (in thousands)	Location of Gain Recognized in Earnings	Three Months Ended March 31,	
		2010 Amount of Gain Recognized in Earnings	2009 Amount of Gain Recognized in Earnings
Foreign currency forwards	Total cost of revenue	\$ 2,652	\$ 2,030
Foreign currency forwards	Corporate general and administrative expense	348	1,529
Total		<u>\$ 3,000</u>	<u>\$ 3,559</u>

Cash Flow Hedges (in thousands)	Three Months Ended March 31,		Location of Loss Reclassified from Accumulated OCI into Earnings	Three Months Ended March 31,	
	2010 Amount of Gain (Loss) Recognized in OCI	2009 Amount of Loss Recognized in OCI		2010 Amount of Loss Reclassified from Accumulated OCI into Earnings	2009 Amount of Loss Reclassified from Accumulated OCI into Earnings
Commodity swaps	\$ (427)	\$ (2,668)	Total cost of revenue	\$ (213)	\$ (161)
Foreign currency forwards	158	(1,318)	Total cost of revenue	(264)	—
Total	<u>\$ (269)</u>	<u>\$ (3,986)</u>		<u>\$ (477)</u>	<u>\$ (161)</u>

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

- (9) Net periodic pension expense for defined benefit pension plans includes the following components:

(in thousands)	Three Months Ended March 31,	
	2010	2009
Service cost	\$ 11,849	\$ 11,444
Interest cost	17,641	15,431
Expected return on assets	(19,988)	(16,741)
Amortization of prior service cost	—	2
Recognized net actuarial loss	6,787	8,997
Net periodic pension expense	\$ 16,289	\$ 19,133

The company currently expects to fund approximately \$50 million to \$90 million into its defined benefit pension plans during 2010, which is expected to be in excess of the minimum funding required. During the three months ended March 31, 2010, contributions of approximately \$9 million were made by the company.

The preceding information does not include amounts related to benefit plans applicable to employees associated with certain contracts with the U.S. Department of Energy because the company is not responsible for the current or future funded status of these plans.

The net periodic postretirement benefit cost was immaterial for the three months ended March 31, 2010 and 2009.

- (10) In February 2004, the company issued \$330 million of 1.5% Convertible Senior Notes (the “Notes”) due February 15, 2024 and received proceeds of \$323 million, net of underwriting discounts. In December 2004, the company irrevocably elected to pay the principal amount of the Notes in cash. Notes are convertible if a specified trading price of the company’s common stock (the “trigger price”) is achieved and maintained for a specified period. The trigger price condition was satisfied during the fourth quarter of 2009 and first quarter of 2010 and the Notes were therefore classified as short-term debt. During the three months ended March 31, 2010, holders converted \$10 million of the Notes in exchange for the principal balance owed in cash plus 133,982 shares of the company’s common stock. During the three months ended March 31, 2009, holders converted \$10 million of the Notes in exchange for the principal balance owed in cash plus 56,934 shares of the company’s common stock.

The company applies the provisions of FSP APB 14-1, “Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)” (ASC 470-20). ASC 470-20 requires the issuer of a convertible debt instrument to separately account for the liability and equity components in a manner that reflects the entity’s nonconvertible debt borrowing rate when interest expense is recognized in subsequent periods.

The following table presents information related to the liability and equity components of the Notes:

(in thousands)	March 31, 2010	December 31, 2009
Carrying value of the equity component	\$ 21,211	\$ 21,720
Principal amount and carrying value of the liability component	\$ 99,709	\$ 109,789

The Notes are convertible into shares of the company’s common stock (par value \$0.01 per share) at a conversion rate of 35.9104 shares per each \$1,000 principal amount of Notes, subject to adjustment as described in the indenture. Interest expense for the first quarter of 2010 and 2009 includes original coupon interest of \$0.4 million and \$0.6 million, respectively. The effective interest rate on the liability component was 4.375 percent through February 15, 2009 at which time the discount on the liability was fully amortized. Interest expense as a result of debt discount amortization amounted to \$0.4 million for the three months ended March 31, 2009. The if-converted value of \$167 million is in excess of the principal value as of March 31, 2010.

As of March 31, 2010, the company was in compliance with all of the financial covenants related to its debt agreements.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

- (11) The company's director and executive stock plans are described, and informational disclosures provided, in the notes to the Consolidated Financial Statements included in the Form 10-K for the year ended December 31, 2009. Restricted stock units of 819,186 and 602,535 were granted in the first quarter of 2010 and 2009, respectively, at weighted-average per share prices of \$42.75 and \$30.46, respectively. The awards for 2010 and 2009 vest ratably over three years. During the first quarter of 2010 and 2009, options for the purchase of 1,135,362 shares at a weighted-average exercise price of \$42.75 per share and 872,112 shares at a weighted-average exercise price of \$30.46 per share, respectively, were awarded. The option awards for 2010 and 2009 vest ratably over three years. The option awards expire ten years after the grant date.
- (12) The company applies the provisions of SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements" (ASC 810-10-45). ASC 810-10-45 establishes accounting and reporting standards for ownership interests in subsidiaries held by parties other than the parent, the amount of consolidated net income attributable to the parent and to the noncontrolling interest, changes in a parent's ownership interest and the valuation of retained noncontrolling equity investments when a subsidiary is deconsolidated.

As required with the adoption of ASC 810-10-45, the company has separately disclosed on the face of the Condensed Consolidated Statement of Earnings for all periods presented the amount of net earnings attributable to the company and the amount of net earnings attributable to noncontrolling interests. For the three months ended March 31, 2010, earnings attributable to noncontrolling interests were \$17.4 million and the related tax effect was \$0.4 million. For the three months ended March 31, 2009, earnings attributable to noncontrolling interests were \$17.0 million and the related tax effect was \$0.5 million. Distributions paid to noncontrolling interests were \$17.2 million and \$6.6 million for the three months ended March 31, 2010 and 2009, respectively. Capital contributions by noncontrolling interests were \$1.0 million for the three months ended March 31, 2010. There were no capital contributions by noncontrolling interests for the three months ended March 31, 2009.

- (13) The company and certain of its subsidiaries are involved in litigation in the ordinary course of business. Additionally, the company and certain of its subsidiaries are contingently liable for commitments and performance guarantees arising in the ordinary course of business. The company and certain of its clients have made claims arising from the performance under its contracts. The company recognizes, under ASC 605-35-25, certain significant claims for recovery of incurred costs when it is probable that the claim will result in additional contract revenue and when the amount of the claim can be reliably estimated. Recognized claims against clients amounted to \$253 million and \$247 million as of March 31, 2010 and December 31, 2009, respectively, and are primarily included in contract work in progress in the accompanying Condensed Consolidated Balance Sheet. Amounts ultimately realized from claims could differ materially from the balances included in the financial statements. The company does not expect that claim recoveries will have a material adverse effect on its consolidated financial position or results of operations.

As of March 31, 2010, several matters were in the litigation and dispute resolution process. The following discussion provides a background and current status of these matters:

Infrastructure Joint Venture Project

The company participated in a 50/50 joint venture for a fixed-price transportation infrastructure project in California. This joint venture project was adversely impacted by higher costs due to owner-directed scope changes leading to quantity growth, cost escalation, additional labor and schedule delays. The project opened to traffic in November 2007 and reached construction completion in the second quarter of 2009.

As of March 31, 2010, the company had recognized in cost and revenue its \$52 million proportionate share of \$104 million of costs relating to claims recognized by the joint venture. Total claims-related costs incurred, as well as claims submitted to the client by the joint venture, are in excess of the \$104 million of recognized costs. As of March 31, 2010, the client had withheld liquidated damages totaling \$51 million from amounts otherwise due the joint venture and had asserted additional claims against the joint venture. The company believes that the claims against the joint venture are without merit and that amounts withheld will ultimately be recovered by the joint venture and has therefore not recognized any reduction in project revenue for its \$25.5 million proportionate share of the withheld liquidated damages. In addition, the client had drawn down \$14.8 million against letters of credit provided by the company and its joint venture partner. The company believes that the amounts drawn down against the letters of credit will ultimately be recovered by the joint venture and, as such, has not reserved for the possible non-recovery of the company's \$7.4 million proportionate share.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

On March 22, 2010, the client filed for protection under Chapter 11 of the U.S. Bankruptcy Code in the Southern District of California. As a result, all actions against the client are subject to an automatic stay. The joint venture continues to pursue its claims against the client in the bankruptcy court and against other parties, including the California Department of Transportation, the ultimate owner of the facility, outside of the bankruptcy court. The joint venture recorded mechanics liens against certain properties of the client which the company believes will maintain their priority status despite the client's bankruptcy filing. The company continues to evaluate claims for recoveries and other contingencies on the project. The company continues to incur legal expenses associated with the claims and dispute resolution process.

Greater Gabbard Offshore Wind Farm Project

The company is involved in a dispute in connection with the Greater Gabbard Project, a \$1.6 billion lump-sum project to provide engineering, procurement and construction services for the client's offshore wind farm project in the United Kingdom. The dispute relates to specifications for monopiles and transition pieces required under the contract. As of March 31, 2010, the company had recorded \$168 million of claim revenue related to this issue for costs incurred to date. Substantial additional costs arising from this dispute are expected to be incurred in future quarters. The company believes the ultimate recovery of incurred and future costs is probable.

Embassy Projects

The company has performed work on 11 embassy projects over the last five years for the U.S. Department of State under fixed-price contracts. These projects were adversely impacted by higher costs due to schedule extensions, scope changes causing material deviations from the Standard Embassy Design, increased costs to meet client requirements for additional security-cleared labor, site conditions at certain locations, subcontractor and teaming partner difficulties and the availability and productivity of construction labor. As of March 31, 2010, all embassy projects were complete, with some warranty items still pending.

As of March 31, 2010, aggregate costs totaling \$33 million relating to claims on two of the embassy projects were recognized in revenue. Total claims-related costs incurred to date, along with claims for equitable adjustment submitted or identified, exceed the amount recorded in claims revenue. As the first formal step in dispute resolution, all claims have been certified in accordance with federal contracting requirements. The company continues to periodically evaluate its position with respect to these claims.

Conex International v. Fluor Enterprises, Inc.

In November 2006, a Jefferson County, Texas, jury reached an unexpected verdict in the case of Conex International ("Conex") v. Fluor Enterprises Inc. ("FEI"), ruled in favor of Conex and awarded \$99 million in damages related to a 2001 construction project.

In 2001, Atofina (now part of Total Petrochemicals Inc.) hired Conex International to be the mechanical contractor on a project at Atofina's refinery in Port Arthur, Texas. FEI was also hired to provide certain engineering advice to Atofina on the project. There was no contract between Conex and FEI. Later in 2001 after the project was complete, Conex and Atofina negotiated a final settlement for extra work on the project. Conex sued FEI in September 2003 alleging damages for interference and misrepresentation and demanding that FEI should pay Conex the balance of the extra work charges that Atofina did not pay in the settlement. Conex also asserted that FEI interfered with Conex's contract and business relationship with Atofina. The jury verdict awarded damages for the extra work and the alleged interference.

The company appealed the decision and the judgment against the company was reversed in its entirety in December 2008. Both parties appealed the decision to the Texas Supreme Court, and the Court denied both petitions. The company has requested rehearing on two issues to the Texas Supreme Court, and if the request is denied, the Court will remand the matter back to the trial court for a new trial. Based upon the present status of this matter, the company does not believe that there is a reasonable possibility that a loss will be incurred.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

Fluor Corporation v. Citadel Equity Fund Ltd.

Citadel Equity Fund Ltd., a hedge fund and former investor in the company's 1.5 percent Convertible Senior Notes (the "Notes"), is disputing the calculation of the number of shares of the company's common stock that were due to Citadel upon conversion of approximately \$58 million of Notes. Citadel has argued that it is entitled to an additional \$28 million in value under its proposed calculation method. The company believes that the payout given to Citadel was proper and correct and that Citadel's claims are without merit. In January 2010, the court agreed with the company by granting the company's motion for summary judgment in its entirety. In February 2010, the court entered judgment in favor of the company, and Citadel filed a notice of appeal. Based upon the present status of this matter, the company does not believe that there is a reasonable possibility that a loss will be incurred.

- (14) In the ordinary course of business, the company enters into various agreements providing performance assurances and guarantees to clients on behalf of certain unconsolidated and consolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities. The performance guarantees have various expiration dates ranging from mechanical completion of the facilities being constructed to a period extending beyond contract completion in certain circumstances. The maximum potential payment amount of an outstanding performance guarantee is the remaining cost of work to be performed by or on behalf of third parties under engineering and construction contracts. Amounts that may be required to be paid in excess of estimated costs to complete contracts in progress are not estimable. For cost reimbursable contracts, amounts that may become payable pursuant to guarantee provisions are normally recoverable from the client for work performed under the contract. For lump-sum or fixed-price contracts, the performance guarantee amount is the cost to complete the contracted work less amounts remaining to be billed to the client under the contract. Remaining billable amounts could be greater or less than the cost to complete. In those cases where costs exceed the remaining amounts payable under the contract, the company may have recourse to third parties, such as owners, co-venturers, subcontractors or vendors for claims. Performance guarantees outstanding as of March 31, 2010 are estimated to be \$3.7 billion. The company assessed its performance guarantee obligation as of March 31, 2010 and December 31, 2009 in accordance with FASB Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" (ASC 460) and the carrying value of its liability was not material.

Financial guarantees, provided in the ordinary course of business to clients and others in certain limited circumstances, are entered into with financial institutions and other credit grantors and generally obligate the company to make payment in the event of a default by the borrower. Most arrangements require the borrower to pledge collateral in the form of property, plant and equipment which is deemed adequate to recover amounts the company might be required to pay. Long-term debt on the Condensed Consolidated Balance Sheet included a financial guarantee on behalf of an unrelated third party that totaled approximately \$18 million as of March 31, 2010 and December 31, 2009.

- (15) In the normal course of business, the company forms partnerships or joint ventures primarily for the execution of single contracts or projects. The company evaluates each partnership and joint venture to determine whether the entity is a variable interest entity ("VIE"). If the entity is determined to be a VIE, the company assesses whether it is the primary beneficiary and needs to consolidate the entity. Upon the occurrence of certain events outlined in ASC 810-10, the company reassesses its initial determination of whether the entity is a VIE and whether consolidation is still required.

During the first quarter of 2010, the company prospectively adopted SFAS No. 167, "Amendments to FASB Interpretation No. 46(R)", which amends consolidation guidance for variable interest entities under ASC 810-10 for interim and annual reporting periods beginning after November 15, 2009. The prospective adoption of this amendment did not have an impact on the company's financial position, results of operations or cash flows.

Under ASC 810-10, a partnership or joint venture is considered a VIE if either (a) the total equity investment is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) characteristics of a controlling financial interest are missing (either the ability to make decisions through voting or other rights, the obligation to absorb the expected losses of the entity or the right to receive the expected residual returns of the entity), or (c) the voting rights of the equity holders are not proportional to their obligations to absorb the expected losses of the entity and/or their rights to receive the expected residual returns of the entity, and substantially all of the entity's activities either involve or are conducted on behalf of an investor that has disproportionately few voting rights.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

ASC 810-10, as amended, now requires companies to utilize a qualitative approach to determine if it is the primary beneficiary of a VIE. A company is deemed to be the primary beneficiary and must consolidate its partnerships and joint ventures if the company has both (1) the power to direct the economically significant activities of the entity and (2) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant to the variable interest entity. Prior to the effective date of the amendment, companies were required to utilize both qualitative and quantitative information to determine if it was the primary beneficiary of a VIE.

The partnerships or joint ventures of the company are typically characterized by a 50 percent or less, non-controlling, ownership or participation interest, with decision making and distribution of expected gains and losses typically being proportionate to the ownership or participation interest. Many of the partnership and joint venture agreements provide for capital calls to fund operations, as necessary. Such funding is infrequent and is not anticipated to be material. The majority of the company's partnerships and joint ventures are VIEs because the total equity investment is typically nominal and not sufficient to permit the entity to finance its activities without additional subordinated financial support. However, the VIEs frequently do not meet the consolidation requirements of ASC 810-10 because the company is not deemed to be the primary beneficiary. Some of the company's VIEs have debt, but the debt is typically non-recourse in nature. At times, the company's participation in VIEs requires agreements to provide financial or performance assurances to clients. Refer to Note 14 for a further discussion of such agreements.

The contractual agreements that define the ownership structure and equity investment at risk, distribution of profits and losses, risks, responsibilities, indebtedness, voting rights and board representation of the respective parties are used to determine if the entity is a VIE and whether the company is the primary beneficiary and must consolidate the entity. Additionally, the company considers all parties that have direct or implicit variable interests when determining whether it is the primary beneficiary. ASC 810-10, as amended, now requires the company to continuously assess whether it is the primary beneficiary of its VIEs. Prior to the amendment, reassessment of whether the company was the primary beneficiary was required only upon the occurrence of certain events.

As of March 31, 2010, the company reassessed its partnerships and joint ventures in accordance with the requirements of ASC 810-10. Consistent with prior periods, the company had a number of entities that were determined to be VIEs, with the majority not meeting the consolidation requirements of ASC 810-10 because the company was not the primary beneficiary. Most of the unconsolidated VIEs are proportionately consolidated, though the equity and cost methods of accounting for the investments are also used, depending on the company's respective participation rights, amount of influence in the VIE and other factors. The aggregate investment carrying value of the unconsolidated VIEs was \$126 million and \$116 million as of March 31, 2010 and December 31, 2009, respectively, and was classified under "Investments and goodwill" in the Condensed Consolidated Balance Sheet. The company's maximum exposure to loss as a result of its investments in unconsolidated VIEs is typically limited to the aggregate of the carrying value of the investment and future funding commitments. Future funding commitments as of March 31, 2010 for the unconsolidated VIEs were \$21 million. None of the unconsolidated VIEs are individually material to the company's results of operations, financial position or cash flows.

In some cases, the company is required to consolidate VIEs. The carrying value of the assets and liabilities associated with the operations of the consolidated VIEs as of March 31, 2010 was \$503 million and \$371 million, respectively. The carrying value of the assets and liabilities associated with the operations of the consolidated VIEs as of December 31, 2009 was \$410 million and \$268 million, respectively. The assets of a VIE are restricted for use only for the particular VIE and are not available for general operations of the company. As of March 31, 2010, the carrying value of the assets and liabilities of the Fluor SKM joint venture were \$152 million and \$132 million, respectively. As of December 31, 2009, the carrying value of the assets and liabilities of the Fluor SKM joint venture were \$82 million and \$78 million, respectively. The company's results of operations include revenue related to the Fluor SKM joint venture of \$577 million and \$280 million for the three months ended March 31, 2010 and 2009, respectively. None of the other consolidated VIEs are individually material to the company's results of operations, financial position or cash flows.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

(16) Operating information by segment is as follows:

External Revenue (in millions)	Three Months Ended March 31,	
	2010	2009
Oil & Gas	\$ 2,139.4	\$ 3,369.6
Industrial & Infrastructure	1,243.4	1,176.5
Government	662.8	370.8
Global Services	339.1	421.7
Power	534.2	459.3
Total external revenue	\$ 4,918.9	\$ 5,797.9

Segment Profit (in millions)	Three Months Ended March 31,	
	2010	2009
Oil & Gas	\$ 92.3	\$ 200.8
Industrial & Infrastructure	31.7	28.1
Government	35.3	27.7
Global Services	27.4	47.4
Power	56.5	28.3
Total segment profit	\$ 243.2	\$ 332.3

A reconciliation of the segment information to consolidated amounts is as follows:

Reconciliation of Segment Profit to Earnings Before Taxes (in millions)	Three Months Ended March 31,	
	2010	2009
Total segment profit	\$ 243.2	\$ 332.3
Corporate general and administrative expense	(30.9)	(25.4)
Interest income, net	3.4	4.6
Earnings attributable to noncontrolling interests	17.4	17.0
Earnings before taxes	\$ 233.1	\$ 328.5

Total assets by segment are as follows:

Total assets (in millions)	March 31, 2010	December 31, 2009
Oil & Gas	\$ 1,076.6	\$ 972.3
Industrial & Infrastructure	788.6	675.9
Government	896.1	660.3
Global Services	751.9	744.5
Power	215.0	171.0

The increase in total assets for the Oil & Gas, Industrial & Infrastructure, Government and Power segments was due to an increase in working capital to support project execution activities.

FLUOR CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

UNAUDITED

Effective January 1, 2010, the company moved its power services business to the Power segment from the Global Services segment. The operating results and total assets presented above have been recast to reflect this change.

FLUOR CORPORATION

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis is provided to increase understanding of, and should be read in conjunction with, the Condensed Consolidated Financial Statements and notes and the company's December 31, 2009 annual report on Form 10-K. For purposes of reviewing this document, "segment profit" is calculated as revenue less cost of revenue and earnings attributable to noncontrolling interests excluding: corporate general and administrative expense; interest expense; interest income; domestic and foreign income taxes; and other non-operating income and expense items.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made herein, including statements regarding the company's projected revenue and earnings levels, cash flow and liquidity, new awards and backlog levels and the implementation of strategic initiatives and organizational changes are forward-looking in nature. These forward-looking statements reflect current analysis of existing information and are subject to various risks and uncertainties. As a result, caution must be exercised in relying on forward-looking statements. Due to known and unknown risks, the company's actual results may differ materially from its expectations or projections. Factors potentially contributing to such differences include, among others:

- Intense competition in the global engineering, procurement and construction industry, which can place downward pressure on our contract prices and profit margins;
- The company's failure to receive anticipated new contract awards and the related impacts on staffing levels and cost;
- Decreased capital investment or expenditures, or a failure to make anticipated increased capital investment or expenditures, by the company's clients;
- The cyclical nature of many of the markets the company serves, including our commodity-based business lines, and our vulnerability to downturns;
- The financial viability of our clients, subcontractors, suppliers and joint venture or teaming partners;
- Client cancellations of, or scope adjustments to, existing contracts, including our government contracts that may be terminated at any time and the related impacts on staffing levels and cost;
- Client delays or defaults in making payments;
- Difficulties or delays incurred in the execution of contracts, including performance by our joint venture or teaming partners, resulting in cost overruns or liabilities;
- The availability of credit and restrictions imposed by credit facilities, both for the company and our clients;
- Failure to meet timely completion or performance standards that could result in higher cost and reduced profits or, in some cases losses on projects;
- A failure to obtain favorable results in existing or future litigation or dispute resolution proceedings;
- Changes in global business, economic (including currency risk), political and social conditions;
- Civil unrest, security issues, labor conditions and other unforeseeable events in the countries in which we do business, resulting in unanticipated losses;
- Possible limitations of bonding or letter of credit capacity;
- The impact of anti-bribery and international trade laws and regulations;
- The impact of past and future environmental, health and safety regulations;
- The potential impact of certain tax matters including, but not limited to, those from foreign operations and the ongoing audits by tax authorities;
- The company's ability to identify and successfully integrate acquisitions;
- The company's ability to secure appropriate insurance;
- Limitations on cash transfers from subsidiaries that may restrict the company's ability to satisfy financial obligations or to pay interest or principal when due on outstanding debt;
- Restrictions on possible transactions imposed by our charter documents and Delaware law; and
- Possible systems and information technology interruptions.

While most risks affect only future cost or revenue anticipated by the company, some risks may relate to accruals that have already been reflected in earnings. The company's failure to receive payments of accrued amounts or incurrence of liabilities in excess of amounts previously recognized could result in a charge against future earnings.

Additional information concerning these and other factors can be found in our press releases as well as our periodic filings with the Securities and Exchange Commission, including the discussion under the heading "Item 1A. Risk Factors" in this Form

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10-Q as well as the company's Form 10-K filed February 25, 2010. These filings are available publicly on the SEC's website at <http://www.sec.gov>, on Fluor's website at <http://investor.fluor.com> or upon request from Fluor's Investor Relations Department at (469) 398-7220. Except as otherwise required by law, the company undertakes no obligation to publicly update or revise its forward-looking statements, whether as a result of new information, future events or otherwise.

RESULTS OF OPERATIONS

Consolidated revenue for the three months ended March 31, 2010 declined 15 percent to \$4.9 billion from \$5.8 billion for the three months ended March 31, 2009. Revenue increases in the Government, Power and Industrial & Infrastructure segments were more than offset by significant revenue decreases in the Oil & Gas and Global Services segments.

Net earnings attributable to Fluor Corporation were \$137 million or \$0.76 per diluted share for the three months ended March 31, 2010, compared to net earnings attributable to Fluor Corporation of \$205 million or \$1.12 per diluted share for the corresponding period of 2009.

The decreases in consolidated revenue and net earnings attributable to Fluor Corporation for the first quarter of 2010 when compared to the first quarter of 2009 were caused by the global recession, changing market conditions and a decline in the demand for new capacity in the refining, petrochemical and polysilicon markets. The global recession continues to impact the near-term capital investment plans of many of the company's clients across all of the company's segments except Government.

The effective tax rate, based on the company's actual operating results for the three months ended March 31, 2010 and 2009, was 34.1 percent and 32.6 percent, respectively. The higher effective tax rate for the three month period ending March 31, 2010 was primarily attributable to the recognition of a deferred tax benefit associated with taxes on unremitted foreign earnings in the same period in the prior year. In March 2010, President Obama signed into law the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010. Beginning January 1, 2013, these laws change the tax treatment for retiree prescription drug expenses by eliminating the tax deduction available to the extent that those expenses are reimbursed under Medicare Part D. These laws did not have a material impact on the company's financial position, results of operations or cash flows.

Consolidated new awards were \$3.4 billion for the three months ended March 31, 2010 compared to new awards of \$5.5 billion for the three months ended March 31, 2009. This decline was due to the economic and market conditions noted above. The Oil & Gas and Industrial & Infrastructure segments were the major contributors to the new award activity in the 2010 period. Approximately 68 percent of consolidated new awards for the three months ended March 31, 2010 were for projects located outside of the United States.

Consolidated backlog as of March 31, 2010 was \$25.7 billion compared to \$29.1 billion as of March 31, 2009. The decline in backlog is primarily the result of project execution activities outpacing new awards due to the economic and market conditions mentioned previously. As of March 31, 2010, approximately 63 percent of consolidated backlog related to international projects. Although backlog reflects business which is considered to be firm, cancellations or scope adjustments may occur. Backlog is adjusted to reflect any known project cancellations, revisions to project scope and cost, and deferrals, as appropriate.

Effective January 1, 2010, the company moved the power services business to the Power segment from the Global Services segment. Operating results, total assets, new awards and backlog have been recast for the Power and Global Services segments to reflect this change.

OIL & GAS

Revenue and segment profit for the Oil & Gas segment are summarized as follows:

(in millions)	Three Months Ended March 31,	
	2010	2009
Revenue	\$ 2,139.4	\$ 3,369.6
Segment profit	92.3	200.8

Revenue and segment profit for the three months ended March 31, 2009 decreased by 37 percent and 54 percent, respectively, compared to the corresponding period in 2009, as a number of large projects have been completed or are near completion and new award activity in recent quarters has slowed. Segment profit margin of 4.3 percent for the three months ended March 31, 2010 decreased from 6.0 percent for the three months ended March 31, 2009 primarily due to a shift from higher margin

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engineering activities to lower margin construction-related activities, the retention of key resources in part to support increased bid and proposal activities and the favorable impact in the prior year of the approval of change orders by clients for projects nearing completion.

New awards for the three months ended March 31, 2010 were \$1.4 billion compared to \$2.0 billion for the first quarter of 2009. Current quarter awards included a gas processing project in Qatar and two clean gasoline projects in Mexico. Backlog as of March 31, 2010 decreased 33 percent to \$10.9 billion compared to \$16.3 billion as of March 31, 2009.

The global recession, changing market conditions and a decline in demand for new capacity in the refining, petrochemical and polysilicon markets have resulted in lower new award activity in recent quarters and caused some project cancellations during 2009. As a consequence of the lower level of new awards and the 2009 project cancellations, the segment's backlog, revenue and segment profit have declined when comparing the first quarter of 2010 to the corresponding period of the prior year. Although the segment continues to be impacted by some of the effects of the recession, there are indications that the segment could see the initial signs of a recovery in 2010, particularly in certain markets outside the United States, including the Middle East, Canada, China and Australia. It is anticipated that a highly competitive business environment will continue to put pressure on margins and, in certain cases, more lump-sum project execution for the segment.

Total assets in the segment were \$1.1 billion as of March 31, 2010 compared to \$972 million as of December 31, 2009. The increase in total assets corresponded to an increase in working capital to support project execution activities.

INDUSTRIAL & INFRASTRUCTURE

Revenue and segment profit for the Industrial & Infrastructure segment are summarized as follows:

(in millions)	Three Months Ended March 31,	
	2010	2009
Revenue	\$ 1,243.4	\$ 1,176.5
Segment profit	31.7	28.1

Revenue for the three months ended March 31, 2010 increased 5.7 percent compared to the first quarter of 2009 as growth in the infrastructure and mining and metals business lines offset a decline in the manufacturing and life sciences business. Segment profit of \$31.7 million as of March 31, 2010 increased 13 percent compared to the corresponding period in the prior year primarily because of the mining and metals business line. Segment profit margin of 2.6 percent for the three months ended March 31, 2010 was up modestly compared to segment profit margin of 2.4 percent for the three months ended March 31, 2009. Segment profit and segment profit margin in the current period for the infrastructure business line were impacted by the claim on the Greater Gabbard project for which no profit was recognized. The company does not expect to recognize profit, if any, related to this project until the dispute is resolved.

New awards for the three months ended March 31, 2010 were \$1.0 billion compared to \$2.5 billion for the first quarter of 2009. Current quarter new awards included a highway project, a life sciences project and two mining projects. New awards in the first quarter of 2009 were primarily driven by a large award for an iron ore mining project in northwest Australia. Backlog increased 31 percent to \$10.5 billion as of March 31, 2010 compared to \$8.1 billion as of March 31, 2009, primarily due to substantial mining and metals award activity resulting from the recovery of commodity prices.

Total assets in the Industrial & Infrastructure segment were \$789 million as of March 31, 2010 compared to \$676 million as of December 31, 2009. This increase was primarily due to an increase in working capital for project execution activities.

GOVERNMENT

Revenue and segment profit for the Government segment are summarized as follows:

(in millions)	Three Months Ended March 31,	
	2010	2009
Revenue	\$ 662.8	\$ 370.8
Segment profit	35.3	27.7

Revenue for the three months ended March 31, 2010 increased 79 percent compared to the same period in the prior year

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primarily due to the execution of Logistics Civil Augmentation Program (“LOGCAP IV”) task orders for the United States Army in Afghanistan. Segment profit of \$35.3 million for the three months ended March 31, 2010 was 27 percent higher compared to the three months ended March 31, 2009 primarily as the result of additional work associated with the LOGCAP IV task orders, offset somewhat by reduced contributions from certain other project execution activities, including Federal Emergency Management Agency (“FEMA”) Public Assistance task orders.

New project awards for the three months ended March 31, 2010 increased to \$429 million compared to \$243 million for the same period in the prior year as the result of a significant increase in LOGCAP IV award activity. Backlog for the segment was \$829 million as of March 31, 2010 compared to backlog of \$574 million as of March 31, 2009. This increase was primarily due to multi-year funding at the Savannah River Site Management and Operating Project (“Savannah River”) related to American Recovery and Reinvestment Act (“ARRA”) work.

Total assets in the Government segment increased to \$896 million as of March 31, 2010 compared to \$660 million as of December 31, 2009 primarily as a result of an increase in working capital to support project execution activities for LOGCAP IV task orders.

GLOBAL SERVICES

Revenue and segment profit for the Global Services segment are summarized as follows:

(in millions)	Three Months Ended March 31,	
	2010	2009
Revenue	\$ 339.1	\$ 421.7
Segment profit	27.4	47.4

Revenue decreased 20 percent for the three months ended March 31, 2010 compared to the same period in 2009, primarily due to declining volumes of capital work and fewer refinery turnarounds and shutdowns which impacted the operations and maintenance business line. The equipment business line also experienced a revenue decline in the current quarter compared to the first quarter of the prior year due to reduced activity supporting operations in Iraq and Mexico. The segment continues to be impacted by the global economic downturn, particularly for natural resource, metal and chemical prospects. In certain cases, refinery turnaround and shutdown work previously performed by the operations and maintenance business line has been executed internally by the clients themselves. All of the business lines of the segment continue to be impacted by the weak economy and it remains unclear as to when a broad-based recovery will occur.

Segment profit and segment profit margin declined significantly for the first three months of 2010 compared to the first three months of 2009, primarily as the result of the impact of the economic and market conditions discussed above on all business lines of the segment. More specifically, the operations and maintenance business line experienced an increase in volume of lower margin work and the equipment business line reported lower margins in Mexico and Canada.

New awards for the three months ended March 31, 2010 were \$385 million compared to \$105 million for the corresponding period in 2009. The increase is primarily attributable to awards at new sites in the operations and maintenance business line. Backlog as of March 31, 2010 was \$2.0 billion compared to \$1.6 billion as of March 31, 2009.

Operations and maintenance activities that have yet to be performed comprise Global Services backlog. Short-duration operations and maintenance activities may not contribute to ending backlog. In addition, the equipment, temporary staffing and supply chain solutions business lines do not report backlog or new awards.

POWER

Revenue and segment profit for the Power segment are summarized as follows:

(in millions)	Three Months Ended March 31,	
	2010	2009
Revenue	\$ 534.2	\$ 459.3
Segment profit	56.5	28.3

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Revenue for the three months ended March 31, 2010 increased 16 percent compared to the three months ended March 31, 2009 primarily due to increased project execution activities on gas-fired power plants located in Texas, Virginia and Georgia. The revenue increase associated with these projects was offset somewhat by the expected reduction in project execution activities on the Oak Grove coal-fired power project in Texas for Luminant, a unit of Energy Futures Holdings Corporation, that is progressing closer to completion.

Segment profit for the first quarter of 2010 increased 99 percent compared to the first quarter of 2009 primarily due to contributions associated with the increase in project execution activities noted above and the positive impact of meeting certain contract performance guarantees on the Oak Grove project. Segment profit margin for the three months ended March 31, 2010 improved compared to the same period in 2009, primarily due to the increase in profitability for the Oak Grove project.

The Power segment continues to be impacted by delays in obtaining air permits for coal-fired power plants due to concerns over carbon emissions. In addition, power producers have been impacted by the global credit crisis and ensuing recession which reduced demand. New awards in the Power segment are typically large in amount, but occur on an irregular basis. New awards in the first quarter of 2010 were \$157 million compared to \$594 million in the first quarter of 2009, which included the award of the Dominion Bear Garden gas-fired power project in Virginia. Backlog declined to \$1.5 billion as of March 31, 2010 from \$2.6 billion as of March 31, 2009, primarily as the result of project execution activities associated with the Oak Grove project.

Total assets in the Power segment increased to \$215 million as of March 31, 2010 from \$171 million as of December 31, 2009 due to additional working capital required for project execution activities.

OTHER

Corporate general and administrative expense for the three months ended March 31, 2010 was \$30.9 million compared to \$25.4 million for the first quarter of 2009. This increase was the net result of many individually insignificant items including marginally higher stock-based compensation costs, severance costs and foreign currency-related losses in the 2010 period, offset somewhat by the impact of overhead reduction efforts.

Net interest income of \$3.4 million during the three month period ended March 31, 2010 compares with net interest income of \$4.6 million during the corresponding period of 2009.

Income tax expense for the three months ended March 31, 2010 and 2009 is discussed above under “Results of Operations.”

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 2 of the Notes to Condensed Consolidated Financial Statements.

LITIGATION AND MATTERS IN DISPUTE RESOLUTION

See Note 13 of the Notes to Condensed Consolidated Financial Statements.

LIQUIDITY AND FINANCIAL CONDITION

Liquidity is provided by available cash and cash equivalents and marketable securities, cash generated from operations and access to financial markets. In addition, the company has committed and uncommitted lines of credit totaling \$3.0 billion, which may be used for revolving loans, letters of credit and general purposes. The company believes that for at least the next 12 months, cash generated from operations, along with its unused credit capacity of \$2.0 billion, is sufficient to fund operating requirements. The company’s conservative financial strategy and consistent performance have earned it strong credit ratings, resulting in continued access to the financial markets and the option to issue debt or equity securities. As of March 31, 2010, the company was in compliance with all of the financial covenants related to its debt agreements. The company’s total debt to total capitalization (“debt-to-capital”) ratio as of March 31, 2010 was 3.3 percent compared to 3.7 percent as of December 31, 2009.

Cash Flows

Cash and cash equivalents were \$1.6 billion as of March 31, 2010, essentially level with the \$1.7 billion as of December 31, 2009. Cash and cash equivalents combined with current and noncurrent marketable securities were \$2.3 billion and \$2.6 billion as of March 31, 2010 and December 31, 2009, respectively.

Operating Activities

Cash utilized from operating activities for the three months ended March 31, 2010 was \$253 million compared to cash provided by operating activities of \$76 million during the same period in 2009. The reduced cash flow from operating activities in the current period is attributable to an increase in working capital to support project execution activities in the Government and Industrial and Infrastructure segments. In addition, the Government segment experienced an increase in contract work in progress related to certain billing rates and contract modifications that are being negotiated. During the three months ended March 31, 2009, cash provided by operating activities of \$76.1 million resulted primarily from earnings sources.

The company contributed approximately \$9 million into its defined benefit plans during the three months ended March 31, 2010. The company expects to fund approximately \$50 million to \$90 million during 2010, which is expected to be in excess of the minimum funding required.

Investing Activities

Cash provided by investing activities amounted to \$236 million for the three months ended March 31, 2010 while cash utilized by investing activities amounted to \$340 million for the three months ended March 31, 2009. The primary investing activities included purchases, sales and maturities of marketable securities and capital expenditures.

The company holds excess cash in bank deposits and marketable securities which are governed by the company's investment policy. This policy focuses on, in order of priority, the preservation of capital, maintenance of liquidity and maximization of yield. These investments are placed with highly-rated banks and include money market funds which invest in U.S. Government-related securities, bank deposits, repurchase agreements that are fully collateralized by U.S. Government-related securities, commercial paper and high quality short-term and medium-term fixed income securities. During the three months ended March 31, 2010, proceeds from the sales and maturities of marketable securities exceeded purchases by \$282 million. During the three months ended March 31, 2009, purchases of marketable securities exceeded proceeds by \$300 million. The company held current and noncurrent marketable securities of \$651 million and \$939 million as of March 31, 2010 and December 31, 2009, respectively.

Capital expenditures for the three months ended March 31, 2010 and 2009 primarily related to construction equipment associated with equipment operations in the Global Services segment.

Financing Activities

Cash utilized in financing activities during the three months ended March 31, 2010 and 2009 of \$66 million and \$99 million, respectively, included company stock repurchases, company dividend payments to shareholders, convertible note repayments and distributions paid to holders of noncontrolling interests.

Cash flows from financing activities in the first quarter of 2010 included the repurchase of 379,600 shares of the company's common stock for \$17 million under its stock repurchase program. Cash flows from financing activities in the first quarter of 2009 included the repurchase of 1,766,700 shares of the company's common stock for \$60 million under its stock repurchase program. Quarterly cash dividends are declared at a rate of \$0.125 per share and are typically paid in the month following the quarter in which they are declared. The payment and level of future cash dividends is subject to the discretion of the company's Board of Directors.

In February 2004, the company issued \$330 million of 1.5% Convertible Senior Notes (the "Notes") due February 15, 2024 and received proceeds of \$323 million, net of underwriting discounts. In December 2004, the company irrevocably elected to pay the principal amount of the Notes in cash. Notes are convertible if a specified trading price of the company's common stock (the "trigger price") is achieved and maintained for a specified period. The trigger price condition was satisfied during the fourth quarter of 2009 and first quarter of 2010 and the Notes were therefore classified as short-term debt. During the three months ended March 31, 2010, holders converted \$10 million of the Notes in exchange for the principal balance owed in cash plus 133,982 shares of the company's common stock. During the three months ended March 31, 2009, holders converted \$10 million of the Notes in exchange for the principal balance owed in cash plus 56,934 shares of the company's common stock. The Notes are currently redeemable at the option of the company, in whole or in part, at 100 percent of the principal amount plus accrued and unpaid interest. The company does not know the timing or principal amount of the remaining Notes that may be presented for conversion in the future. Available cash balances will be used to satisfy any principal and interest payments. Shares of the company stock will be issued to satisfy any appreciation between the conversion price and the market price on the date of conversion.

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Distributions paid to holders of noncontrolling interests were \$17 million and \$7 million during the three months ended March 31, 2010 and 2009, respectively. The increase is primarily due to the Rapid Growth Project and the Interstate 495 Capital Beltway Project. See Note 13 to the annual report on Form 10-K for further discussion of these projects.

Effect of Exchange Rate Changes on Cash

Unrealized translation gains and losses resulting from changes in functional currency exchange rates are reflected in the cumulative translation component of other comprehensive loss. Unrealized gains of \$5 million in 2010 relate to the effect of exchange rate changes on cash. The cash held in foreign currencies will primarily be used for project-related expenditures in those currencies, and therefore the company's exposure to realized exchange gains and losses is considered nominal.

Off-Balance Sheet Arrangements

Guarantees and Commitments

The company has a combination of committed and uncommitted lines of credit that total \$3.0 billion. These lines may be used for revolving loans, letters of credit and general purposes. The committed lines of credit consist of a \$1.5 billion Senior Credit Facility that matures in 2011 and a \$500 million letter of credit facility that matures in 2014. Borrowings on the \$1.5 billion Senior Credit Facility are to bear interest at rates based on the London Interbank Offered Rate ("LIBOR"), plus an applicable borrowing margin. Letters of credit are provided to clients and other third parties in the ordinary course of business to meet bonding requirements. As of March 31, 2010, \$1.0 billion in letters of credit were outstanding under these lines of credit.

The company posts surety bonds as generally required by commercial terms of the contracts, primarily to guarantee its performance on state and local government projects. As of March 31, 2010, the performance of the financial markets has not disrupted the company's surety programs or limited its ability to access needed surety capacity.

In the ordinary course of business, the company enters into various agreements providing performance assurances and guarantees to clients on behalf of certain unconsolidated and consolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities. The performance guarantees have various expiration dates ranging from mechanical completion of the facilities being constructed to a period extending beyond contract completion in certain circumstances. The maximum potential payment amount of an outstanding performance guarantee is the remaining cost of work to be performed by or on behalf of third parties under engineering and construction contracts. Amounts that may be required to be paid in excess of estimated cost to complete contracts in progress are not estimable. For cost reimbursable contracts, amounts that may become payable pursuant to guarantee provisions are normally recoverable from the client for work performed under the contract. For lump-sum or fixed-price contracts, the performance guarantee amount is the cost to complete the contracted work less amounts remaining to be billed to the client under the contract. Remaining billable amounts could be greater or less than the cost to complete. In those cases where costs exceed the remaining amounts payable under the contract, the company may have recourse to third parties, such as owners, co-venturers, subcontractors or vendors for claims. Performance guarantees outstanding as of March 31, 2010 are estimated to be \$3.7 billion. The company assessed its performance guarantee obligation as of March 31, 2010 and December 31, 2009 in accordance with FASB Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" (ASC 460) and the carrying value of its liability was not material.

Financial guarantees, made in the ordinary course of business on behalf of clients and others in certain limited circumstances, are entered into with financial institutions and other credit grantors and generally obligate the company to make payment in the event of a default by the borrower. Most arrangements require the borrower to pledge collateral in the form of property, plant and equipment which is deemed adequate to recover amounts the company might be required to pay. Long-term debt on the Condensed Consolidated Balance Sheet included a financial guarantee on behalf of an unrelated third party that totaled approximately \$18 million as of March 31, 2010 and December 31, 2009, respectively.

Variable Interest Entities

In the normal course of business, the company forms partnerships or joint ventures primarily for the execution of single contracts or projects. The company evaluates each partnership and joint venture to determine whether the entity is a variable interest entity ("VIE"). If the entity is determined to be a VIE, the company assesses whether it is the primary beneficiary and needs to consolidate the entity.

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During the first quarter of 2010, the company prospectively adopted SFAS No. 167, “Amendments to FASB Interpretation No. 46(R)”, which amends consolidation guidance for variable interest entities under ASC 810-10 for interim and annual reporting periods beginning after November 15, 2009. Adoption of this amendment did not have an impact on the company’s financial position, results of operations or cash flows.

For further discussion of the company’s VIEs, see Note 15 to the Condensed Consolidated Financial Statements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The company utilizes derivative instruments to hedge exposures to foreign exchange rates and commodity prices to minimize the volatility of project cost. The company does not enter into derivative transactions for speculative or trading purposes. As of March 31, 2010, the company had foreign exchange forward contracts of less than two years duration to exchange major world currencies for U.S. dollars. The total gross notional amount of these contracts was \$95 million. As of March 31, 2010, the company had commodity swap forward contracts of less than four years duration and a total gross notional amount of \$59 million.

There have been no material changes to market risk in the first quarter of 2010. Accordingly, the disclosures provided in the Annual Report on Form 10-K for the year ended December 31, 2009 remain current.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) of the Exchange Act). Based on this evaluation, our principal executive officer and principal financial officer concluded that those disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting that occurred as of the end of the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

FLUOR CORPORATION
CHANGES IN CONSOLIDATED BACKLOG

UNAUDITED

(in millions)	Three Months Ended March 31,	
	2010	2009
Backlog – beginning of period	\$ 26,778.7	\$ 33,245.3
New awards	3,359.1	5,493.5
Adjustments and cancellations, net	359.1	(3,956.1)
Work performed	(4,795.8)	(5,650.9)
Backlog – end of period	<u>\$ 25,701.1</u>	<u>\$ 29,131.8</u>

PART II: OTHER INFORMATION

Item 1. Legal Proceedings

Fluor and its subsidiaries, as part of their normal business activities, are parties to a number of legal proceedings and other matters in various stages of development. While we cannot predict the outcome of these proceedings, in our opinion and taking into account reports of counsel, we do not believe that the outcome of any of these proceedings, or all of them combined, will have a material adverse effect on the consolidated financial position, or the results of operations of the company, after giving effect to provisions already recorded.

For information on matters in dispute, see Note 13 to the Condensed Consolidated Financial Statements under Part I, Item 1.

Item 1A. Risk Factors

There have been no material changes from our risk factors as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2009.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

- (c) The following table provides information about purchases by the company during the quarter ended March 31, 2010 of equity securities that are registered by the company pursuant to Section 12 of the Exchange Act.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Program ⁽²⁾
January 1, 2010 – January 31, 2010	2,201	\$ 45.04	—	5,210,800
February 1, 2010 – February 28, 2010	24,292	\$ 43.06	—	5,210,800
March 1, 2010 – March 31, 2010	407,480	\$ 44.98	379,600	4,831,200
Total	433,973	\$ 44.87	379,600	4,831,200

- (1) Includes 54,373 shares cancelled as payment for statutory withholding taxes upon the vesting of restricted stock issued pursuant to equity based employee benefit plans and 379,600 shares of company stock repurchased and cancelled by the company during March 2010 under its stock repurchase program for total consideration of \$17,081,396.
- (2) On September 20, 2001, the company announced that the Board of Directors had approved the repurchase of up to five million shares of our common stock. On August 6, 2008, the Board of Directors increased the number of shares available for repurchase by 4,135,400 shares to account for the company's two-for-one stock split. This repurchase program is ongoing and does not have an expiration date.

Item 6. Exhibits
EXHIBIT INDEX

Exhibit	Description
3.1	Amended and Restated Certificate of Incorporation of the registrant (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on May 9, 2008).
3.2	Amended and Restated Bylaws of the registrant (incorporated by reference to Exhibit 3.2 to the registrant's Current Report on Form 8-K filed on February 9, 2010).
4.1	Indenture between Fluor Corporation and Bank of New York, as trustee, dated as of February 17, 2004 (incorporated by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K filed on February 17, 2004).
4.2	First Supplemental Indenture between Fluor Corporation and The Bank of New York, as trustee, dated as of February 17, 2004 (incorporated by reference to Exhibit 4.2 to the registrant's Current Report on Form 8-K filed on February 17, 2004).
10.1	Distribution Agreement between the registrant and Fluor Corporation (renamed Massey Energy Company) (incorporated by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on December 7, 2000).
10.2	Fluor Corporation 2000 Executive Performance Incentive Plan, as amended and restated as of March 30, 2005 (incorporated by reference to Exhibit 10.5 to the registrant's Quarterly Report on Form 10-Q filed on May 5, 2005).
10.3	Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors, as amended and restated effective January 1, 2010.*
10.4	Fluor Corporation Executive Deferred Compensation Plan, as amended and restated effective April 21, 2003 (incorporated by reference to Exhibit 10.5 to the registrant's Annual Report on Form 10-K filed on February 29, 2008).
10.5	Fluor Corporation Deferred Directors' Fees Program, as amended and restated effective January 1, 2002 (incorporated by reference to Exhibit 10.9 to the registrant's Annual Report on Form 10-K filed on March 31, 2003).
10.6	Directors' Life Insurance Summary (incorporated by reference to Exhibit 10.12 to the registrant's Registration Statement on Form 10/A (Amendment No. 1) filed on November 22, 2000).
10.7	Fluor Executives' Supplemental Benefit Plan (incorporated by reference to Exhibit 10.8 to the registrant's Annual Report on Form 10-K filed on February 29, 2008).
10.8	Fluor Corporation Retirement Plan for Outside Directors (incorporated by reference to Exhibit 10.15 to the registrant's Registration Statement on Form 10/A (Amendment No. 1) filed on November 22, 2000).
10.9	Executive Severance Plan (incorporated by reference to Exhibit 10.10 to the registrant's Annual Report on Form 10-K filed on February 29, 2008).
10.10	2001 Fluor Stock Appreciation Rights Plan, as amended and restated on November 1, 2007 (incorporated by reference to Exhibit 10.12 to the registrant's Annual Report on Form 10-K filed on February 29, 2008).
10.11	Fluor Corporation 2003 Executive Performance Incentive Plan, as amended and restated as of March 30, 2005 (incorporated by reference to Exhibit 10.15 to the registrant's Quarterly Report on Form 10-Q filed on May 5, 2005).
10.12	Form of Compensation Award Agreements for grants under the Fluor Corporation 2003 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.16 to the registrant's Quarterly Report on Form 10-Q filed on November 9, 2004).
10.13	Offer of Employment Letter dated May 7, 2001 from Fluor Corporation to D. Michael Steuert (incorporated by reference to Exhibit 10.17 to the registrant's Annual Report on Form 10-K filed on March 15, 2004).
10.14	Amended and Restated Credit Agreement, dated as of September 7, 2006, among Fluor Corporation, BNP Paribas, as Administrative Agent and an Issuing Lender, Citicorp USA, Inc., as Syndication Agent, Bank of America, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Documentation Agents, and the lenders party thereto (incorporated by reference to Exhibit 10.16 to the registrant's Quarterly Report on Form 10-Q filed on November 6, 2006).

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10.15	Special Retention Agreement, dated March 27, 2006, between Fluor Corporation and John Hopkins (incorporated by reference to Exhibit 10.18 to the registrant's Quarterly Report on Form 10-Q filed on May 8, 2006).
10.16	Summary of Fluor Corporation Non-Employee Director Compensation (incorporated by reference to Exhibit 10.18 to the registrant's Quarterly Report on Form 10-Q filed on November 7, 2007).
10.17	Fluor Corporation 409A Deferred Directors' Fees Program, effective as of January 1, 2005 (incorporated by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on December 21, 2007).
10.18	Fluor 409A Executive Deferred Compensation Program, effective as of January 1, 2005 (incorporated by reference to Exhibit 10.2 to the registrant's Current Report on Form 8-K filed on December 21, 2007).
10.19	Fluor Corporation 2008 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on May 9, 2008).
10.20	Form of Indemnification Agreement entered into between the registrant and each of its directors and executive officers (incorporated by reference to Exhibit 10.21 to the registrant's Annual Report on Form 10-K filed on February 25, 2009).
10.21	Retention Award granted to Stephen B. Dobbs on February 7, 2008 (incorporated by reference to Exhibit 10.22 to the registrant's Annual Report on Form 10-K filed on February 25, 2009).
10.22	Retention Award granted to David T. Seaton on February 7, 2008 (incorporated by reference to Exhibit 10.23 to the registrant's Annual Report on Form 10-K filed on February 25, 2009).
10.23	Form of Value Driver Incentive Award Agreement under the Fluor Corporation 2008 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.24 to the registrant's Quarterly Report on Form 10-Q filed on May 11, 2009).
10.24	Form of Stock Option Agreement under the Fluor Corporation 2008 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.25 to the registrant's Quarterly Report on Form 10-Q filed on May 11, 2009).
10.25	Form of Restricted Stock Unit Agreement under the Fluor Corporation 2008 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.26 to the registrant's Quarterly Report on Form 10-Q filed on May 11, 2009).
10.26	Form of Non-U.S. Stock Growth Incentive Award Agreement under the Fluor Corporation 2008 Executive Performance Incentive Plan (incorporated by reference to Exhibit 10.27 to the registrant's Quarterly Report on Form 10-Q filed on May 11, 2009).
10.27	Retention Award granted to Kirk D. Grimes on March 5, 2007 (incorporated by reference to Exhibit 10.27 to the registrant's Annual Report on Form 10-K filed on February 25, 2010).
10.28	Form of Stock Option Agreement (with double trigger change of control) under the Fluor Corporation 2008 Executive Performance Incentive Plan.*
10.29	Form of Restricted Stock Unit Agreement (with double trigger change of control) under the Fluor Corporation 2008 Executive Performance Incentive Plan.*
10.30	Form of Non-U.S. Stock Growth Incentive Award Agreement (with double trigger change of control) under the Fluor Corporation 2008 Executive Performance Incentive Plan.*
10.31	Form of Restricted Unit Award Agreement under the Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors.*
10.32	Form of Restricted Stock Agreement under the Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors.*
31.1	Certification of Chief Executive Officer of Fluor Corporation.*
31.2	Certification of Chief Financial Officer of Fluor Corporation.*
32.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.*
32.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.*
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.*

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101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.*

* New exhibit filed with this report.

Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statement of Earnings for the three months ended March 31, 2010 and 2009, (ii) the Condensed Consolidated Balance Sheet as of March 31, 2010 and December 31, 2009, and (iii) the Condensed Consolidated Statement of Cash Flows for the three months ended March 31, 2010 and 2009. Users of this data are advised pursuant to Rule 406T of Regulation S-T that this interactive data file is deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities and Exchange Act of 1934, and otherwise is not subject to liability under these sections.

SIGNATURES

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

FLUOR CORPORATION

Date: May 10, 2010

/s/ D. Michael Steuert

D. Michael Steuert

Senior Vice President and Chief Financial Officer

Date: May 10, 2010

/s/ Gary G. Smalley

Gary G. Smalley

Vice President and Controller

Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors
(Amended and restated effective January 1, 2010)

ARTICLE I. DEFINITIONS

1.1. Definitions.

As used herein, the following terms shall have the meanings hereinafter set forth unless the context clearly indicates to the contrary:

- (a) **“Assumed Award”** means a restricted stock grant, restricted stock unit or other equity-based arrangement that was granted by Old Fluor to one of its non-employee directors for his or her service as such and which is assumed by the Company in connection with the Distribution, as such award has been adjusted or amended pursuant to the terms thereof.
 - (b) **“Award”** means an award granted pursuant to the provisions of Article V or Article VI hereof.
 - (c) **“Awardee”** means an Eligible Director to whom an Award has been granted hereunder.
 - (d) **“Board”** means the Board of Directors of the Company.
 - (e) **“Change of Control”** means, unless the Committee or the Board provides otherwise, (i) a third person, including a “group” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, acquires shares of stock of the Company having twenty-five percent (25%) or more of the total number of votes that may be cast for the election of directors of the Company; or (ii) as the result of any cash tender or exchange offer, merger or other business combination, or any combination of the foregoing transactions (a **“Transaction”**), the persons who were directors of the Company before the Transaction cease to constitute a majority of the Board of the Company or any successor to the Company.
 - (f) **“Code”** means the Internal Revenue Code of 1986, as amended.
 - (g) **“Committee”** means the administrative body provided for in Section 4.1.
 - (h) **“Company”** means Fluor Corporation and, with respect to periods of time prior to the date of the Distribution, Old Fluor.
 - (i) **“Disability”** means a physical or mental medical condition such that the Eligible Director is unable to participate in Board and committee meetings and the condition is reasonably expected to result in death or to last continuously for at least twelve (12) months. The Committee will make the determination of Disability in its sole discretion based on available medical information.
 - (j) **“Distribution”** has the meaning set forth in Section 2.2.
 - (k) **“Early Retirement”** means, if approved by the Committee, the date prior to Mandatory Retirement Age on which an Eligible Director retires from the Board. The Committee shall have the sole and absolute discretion to approve or deny an Eligible Director’s request for Early Retirement and any decision by the Committee to grant Early Retirement in one case shall not be binding precedent with respect to the approval of Early Retirement in any subsequent case.
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- (l) **“Eligible Director”** means a director of the Company who is not and never has been an employee of the Company or any of its Subsidiaries.
- (m) **“Fluor Stock Price”** means, as of any date, the closing sale price for shares of Stock quoted for such date on The New York Stock Exchange.
- (n) **“Old Fluor”** has the meaning set forth in Section 2.2.
- (o) **“Mandatory Retirement Age”** means, at the time an Award is granted, the age specified by the Company for retirement of members of the Board. An Eligible Director who has held an Award for at least six (6) months and continues service on the Board after reaching Mandatory Retirement Age will become fully vested in such Award upon reaching Mandatory Retirement Age, except as otherwise determined by the Committee and set forth in the Restricted Stock Agreement or Restricted Unit Agreement.
- (p) **“Participant”** means any Eligible Director to whom an Award has been made and any person (including any estate) to whom an Award has been assigned or transferred pursuant to Section 5.3(b).
- (q) **“Plan”** means the Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors, the current terms of which are set forth herein.
- (r) **“Plan Effective Date”** means the date upon which the Plan becomes effective in accordance with the provisions of Section 2.3.
- (s) **“Restricted Stock Agreement”** and **“Restricted Unit Agreement”** means the agreement between the Company and the Awardee with respect to any Restricted Stock Award and Restricted Unit Award, respectively, granted hereunder.
- (t) **“Restricted Stock Award”** means Stock that is awarded to an Eligible Director by the Committee pursuant to Article V hereof, which is nontransferable except as set forth herein and subject to a substantial risk of forfeiture until specific conditions are met.
- (u) **“Restricted Unit Award”** means amounts awarded pursuant to Article VI hereof.
- (v) **“Stock”** means the Common Stock of the Company or, in the event that the outstanding shares of Stock are hereafter changed into or exchanged for shares of a different stock or securities of the Company or its successor, such other stock or securities.
- (w) **“Subsidiary”** means any corporation, the majority of the outstanding capital stock of which is owned, directly or indirectly, by the Company or any partnership or joint venture in which either the Company or such a corporation is at least a twenty percent (20%) equity participant.

ARTICLE II. GENERAL

2.1 Name.

This Plan shall be known as the “Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors.”

2.2 **Purpose.**

The purpose of the Plan is to advance the interests of the Company and its stockholders by affording to Eligible Directors an opportunity to acquire or increase their proprietary interest in the Company by the grant to such directors of Awards under the terms set forth herein. By encouraging Eligible Directors to become owners of Company Stock, the Company seeks to increase their incentive for enhancing stockholder value and to motivate, retain and attract those highly competent individuals upon whose judgment, initiative, leadership and continued efforts the success of the Company in large measure depends. The Plan also permits shares of Stock to be issuable upon vesting or satisfaction of restricted stock and restricted unit awards that were assumed by the Company in connection with the distribution of the Company's common stock (the "**Distribution**") to the stockholders of Massey Energy Company, which prior to the distribution was known as Fluor Corporation ("**Old Fluor**").

2.3 **Effective Date.**

The Plan became effective upon its approval by Old Fluor, as sole stockholder of the Company.

2.4 **Limitations.**

Subject to adjustment pursuant to the provisions of Section 8.1 hereof, the aggregate number of shares of Stock which may be issued under the Plan shall not exceed 220,000. Any such shares may be either authorized and unissued shares or shares issued and thereafter acquired by the Company.

2.5 **Awards Granted under Plan.**

For purposes of Section 2.4, the aggregate number of shares of Stock issued under this Plan at any time shall equal only the number of shares actually issued pursuant to Restricted Stock Awards and shall not count any shares of Stock returned to the Company upon cancellation, expiration or forfeiture of an Award or underlying a Restricted Unit Award.

ARTICLE III. PARTICIPANTS

3.1 **Eligibility.**

Any Eligible Director shall be eligible to participate in the Plan.

ARTICLE IV. ADMINISTRATION

4.1 **Composition of Committee.**

The Plan shall be administered by the Organization and Compensation Committee of the Board, and/or by the Board or another committee of the Board, as appointed from time to time by the Board (any such administrative body, the "**Committee**"). The Board shall fill vacancies on, and from time to time may remove or add members to, the Committee. The Committee shall act pursuant to a majority vote or unanimous written consent.

4.2 **Duties and Powers of the Committee.**

Subject to the express provisions of this Plan, the Committee shall be authorized and empowered to do all things necessary or desirable in connection with the administration

of this Plan with respect to the Awards over which such Committee has authority, including, without limitation, the following:

- (a) to prescribe, amend and rescind rules and regulations relating to this Plan and to define terms not otherwise defined herein;
- (b) to determine the number of shares of Stock subject to Awards;
- (c) to prescribe and amend the terms of the agreements or other documents evidencing Awards made under this Plan;
- (d) to determine whether, and the extent to which, adjustments are required pursuant to Section 8.1 hereof;
- (e) to interpret and construe this Plan, any rules and regulations under the Plan and the terms and conditions of any Award granted hereunder, and to make exceptions to any such provisions in good faith and for the benefit of the Company; and
- (f) to make all other determinations deemed necessary or advisable for the administration of the Plan.

4.3 Determinations of the Committee .

All decisions, determinations and interpretations by the Committee or the Board regarding the Plan shall be final and binding on all current or former Eligible Directors of the Company and their beneficiaries, heirs, successors and assigns. The Committee or the Board, as applicable, shall consider such factors as it deems relevant, in its sole and absolute discretion, to making such decisions, determinations and interpretations including, without limitation, the recommendations or advice of any officer of the Company or Eligible Director and such attorneys, consultants and accountants as it may select.

4.4 Company Assistance .

The Committee may designate the Secretary of the Company or other Company employees to assist the Committee in the administration of the Plan, and may grant authority to such persons to execute agreements evidencing Awards made under this Plan or other documents entered into under this Plan on behalf of the Committee or the Company. The Company shall supply full and timely information to the Committee on all matters relating to Eligible Directors, their death, retirement, Disability or removal or resignation from the Board and such other pertinent facts as the Committee may require. The Company shall furnish the Committee with such clerical and other assistance as is necessary in the performance of its duties.

ARTICLE V. RESTRICTED STOCK AWARDS

5.1 Awards under the Plan.

The Committee may provide for a one-time Restricted Stock Award to any Eligible Director which shall be granted on a date determined by the Committee, in its sole discretion, in connection with such Eligible Director first being appointed or elected to the Board. The Committee shall grant to each Eligible Director that is a member of the Board during all or any portion of each calendar year a Restricted Stock Award, which shall be granted on a date determined by the Committee, in its sole discretion. The number of shares of Stock subject to a one-time Restricted Stock Award shall be set by

the Committee but shall not exceed 2,500 and the number of shares of Stock subject to an annual Restricted Stock Award shall be set by the Committee but shall not exceed 2,500.

An Assumed Award is a restricted stock grant, restricted stock unit or other equity-based arrangement that was granted by Old Fluor to its non-employee directors for their service as such and assumed by the Company in connection with the Distribution, as adjusted or amended pursuant to the terms thereof. Assumed Awards may be settled with Stock authorized and issued under this Plan. Notwithstanding any provision to the contrary in this Plan and except as provided in this sentence, the terms of Assumed Awards shall be subject to the terms and conditions set forth in the grant agreement and/or other document(s) evidencing such Award and, to the extent provided therein, to terms equivalent to the terms of the plan under which such Award was originally granted; provided, however, that all Assumed Awards shall be administered by the Committee, which shall have the power and authority provided for in Section 4 of this Plan.

5.2 **Restricted Stock Agreement .**

The Awardee shall be entitled to receive the Stock subject to such Award only if the Company and the Awardee, within the time period specified by the Committee, enter into a written Restricted Stock Agreement dated as of the date of the Award, which Agreement shall set forth such terms and conditions as may be determined by the Committee consistent with the Plan.

5.3 **Restrictions on Sale or Other Transfer.**

Each share of Stock granted under a Restricted Stock Award shall be subject to acquisition by the Company, and may not be sold or otherwise transferred except pursuant to the following provisions:

- (a) The shares of Stock represented by the Restricted Stock Agreement shall be held in book entry form with the Company's transfer agent until the restrictions lapse in accordance with the conditions established by the Committee pursuant to Section 5.4 hereof or until the shares of Stock are forfeited pursuant to Section 5.3(c).
 - (b) No such shares of Stock may be sold, transferred or otherwise alienated or hypothecated so long as such shares are subject to the restriction provided for in this Section 5.3; **provided, however**, that the Committee may in its sole discretion grant an Award or amend an outstanding Award to provide that the Award is transferable or assignable to a member or members of the Eligible Director's "**immediate family**", as such term is defined under Rule 16a-1(e) under the Securities Exchange Act of 1934, as amended, or to a trust for the benefit solely of the Eligible Director or a member or members of the Eligible Director's immediate family, or to a partnership or other entity whose only owners are the Eligible Director and/or a member or members of the Eligible Director's family, provided that following any such transfer or assignment the Award will remain subject to substantially the same terms applicable to the Award while held by the Eligible Director, and the Participant shall execute an agreement agreeing to be bound by such terms.
 - (c) All of the Awardee's Restricted Stock Award remaining subject to any restriction hereunder shall be forfeited to, and be acquired at no cost by, the Company in the event that the Committee determines that any of the following circumstances has occurred:
-

- (i) the Awardee has engaged in knowing and willful misconduct in connection with his or her service as a member of the Board;
- (ii) the Awardee, without the consent of the Committee, at any time during his or her period of service as a member of the Board, becomes a principal of, serves as a director of, or owns a material interest in, any business that directly or through a controlled subsidiary competes with the Company or any Subsidiary; or
- (iii) the Awardee does not stand for reelection to, or voluntarily quits or resigns from, the Board for any reason, except under circumstances that would cause such restrictions to lapse under Section 5.4.

5.4 Lapse of Restrictions.

- (a) The restrictions imposed under Section 5.3 above upon a one-time Restricted Stock Award shall lapse to the extent of twenty percent (20%) of the number of shares subject to such Award on such date as shall be designated by the Committee, and, thereafter, the restrictions on the remaining shares subject to such Award will lapse in four (4) equal increments on the succeeding anniversary dates following the date of lapsing of restrictions on the first twenty percent (20%) of the shares.
- (b) The restrictions imposed under Section 5.3 above upon an annual Restricted Stock Award shall lapse in five (5) equal increments on the succeeding anniversary dates of the date of grant. Notwithstanding the foregoing, if the Restricted Stock Award has been held for at least six (6) months, the restrictions imposed under Section 5.3 above upon an annual Restricted Stock Award will lapse immediately upon the Awardee's attainment of Mandatory Retirement Age, Early Retirement pursuant to Section 5.5, death or Disability, or upon a Change of Control unless the Committee provides otherwise in the Restricted Stock Agreement.
- (c) Notwithstanding Sections 5.4(a) and (b), the Committee may provide that the restrictions imposed under Section 5.3 will lapse over or upon satisfaction of a greater or fewer number of years of service on the Board, except that the Committee may not provide for full lapsing of all such restrictions for less than three (3) years service on the Board prior to January 1, 2008 or one (1) year of service on the Board effective on and after January 1, 2008 other than upon the Awardee's attainment of Mandatory Retirement Age, Early Retirement pursuant to Section 5.5, death or Disability, or upon a Change of Control.

5.5 Early Retirement.

An Awardee, who leaves the Board prior to Mandatory Retirement Age, may, upon application to and in the sole discretion of the Committee, be granted Early Retirement status and, consequently, may receive benefits associated with the attainment of Mandatory Retirement Age as provided in any applicable Restricted Stock Agreement or Restricted Unit Agreement.

5.6 Rights as Stockholder.

Subject to the provisions of Section 5.3 hereof, upon the issuance to the Awardee of Stock hereunder, the Awardee shall have all the rights of a stockholder with respect to

such Stock, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto.

5.7 Stock Certificates.

The Company shall not be required to issue or deliver any certificate for shares of Stock pursuant to a Restricted Stock Agreement executed hereunder, prior to fulfillment of all of the following conditions:

- (a) the admission of such shares to listing on all stock exchanges on which the Stock is then listed;
- (b) the completion of any registration or other qualification of such shares under any federal or state law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall in its sole discretion deem necessary or advisable;
- (c) the obtaining of any approval or other clearance from any federal or state governmental agency which the Committee shall in its sole discretion determine to be necessary or advisable; and
- (d) the lapse of such reasonable period of time following the execution of the Restricted Stock Agreement as the Committee from time to time may establish for reasons of administrative convenience.

ARTICLE VI. RESTRICTED UNIT AWARDS

6.1 Restricted Unit Award Grant and Agreement.

The Committee may in its discretion provide that a Restricted Unit Award be granted in conjunction with Restricted Stock Awards. Each Restricted Unit Award granted hereunder shall be evidenced by minutes of a meeting or the written consent of the Committee and by a written Restricted Unit Agreement dated as of the date of grant and executed by the Company and the Awardee, which Agreement shall set forth such terms and conditions as may be determined by the Committee consistent with the Plan.

6.2 Award Terms and Conditions.

The Committee shall determine the number of shares of Stock subject to each Restricted Unit Award. Each Restricted Unit Award shall become earned, and the Company shall automatically pay the Awardee in cash, on the dates upon which a portion of the restrictions lapse on any associated Restricted Stock Award or upon such other terms and conditions as may be determined by the Committee.

6.3 Effect of Forfeiture of Restricted Stock Award.

Unless provided otherwise by the Committee, upon all or any part of a Restricted Stock Award being forfeited pursuant to Section 5.3(c), any associated Restricted Unit Award shall be forfeited and cancelled, without any payment to the Awardee, to the same extent as such Restricted Stock Award.

ARTICLE VII. TERMINATION, AMENDMENT AND MODIFICATION OF PLAN

7.1 Termination, Amendment and Modification of Plan .

The Committee may at any time terminate, and may at any time and from time to time and in any respect amend or modify, the Plan provided that, if under applicable laws or the rules of any securities exchange upon which the Company's Stock is listed, the consent of the Company's stockholders is required for such amendment or modification, such amendment or modification shall not be effective until the Company obtains such consent, and provided, further, that no termination, amendment or modification of the Plan shall in any manner affect any Award theretofore granted pursuant to the Plan without the consent of the Awardee. Notwithstanding the foregoing, if an amendment or modification would (i) materially increase the benefits accruing to participants under the Plan, (ii) materially increase the aggregate number of securities that may be issued under the Plan or (iii) materially modify the requirements as to eligibility for participation in the Plan, then, such amendment or modification shall not be effective until the Company obtains the approval of the Company's stockholders.

7.2 Term of Plan.

Each Award granted hereunder must be granted within ten (10) years from the effective date of the Plan.

ARTICLE VIII. MISCELLANEOUS

8.1 Adjustment Provisions.

- (a) Subject to Section 8.1(b) below, if the outstanding shares of Stock of the Company are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to such shares of Stock or other securities, through merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other distribution with respect to such shares of Stock or other securities, an equitable adjustment shall be made in (i) the maximum number and kind of shares provided in Sections 2.4 and 5.1, and (ii) the number and kind of shares or other securities subject to the outstanding Awards.
- (b) Adjustments under Section 8.1(a) will be made by the Committee, whose determination as to what adjustments will be made and the extent thereof will be final, binding, and conclusive. No fractional interests will be issued under the Plan resulting from any such adjustments.

8.2 Continuation of Board Service.

Nothing in the Plan or in any instrument executed pursuant to the Plan will confer upon any Eligible Director any right to continue to serve on the Board.

8.3 Compliance with Government Regulations .

No shares of Stock will be issued hereunder unless and until all applicable requirements imposed by federal and state securities and other laws, rules, and regulations and by any regulatory agencies having jurisdiction and by any stock exchanges upon which the Stock may be listed have been fully met. As a condition precedent to the issuance of shares of Stock pursuant hereto, the Company may require the Awardee to take any reasonable action to comply with such requirements.

8.4 Privileges of Stock Ownership .

No Eligible Director and no beneficiary or other person claiming under or through such person will have any right, title, or interest in or to any shares of Stock allocated or reserved under the Plan or subject to any Award except as to such shares of Stock, if any, that have been issued to such Eligible Director.

8.5 Non-Transferability.

Except as set forth in Section 5.3 hereof, (a) for so long as any Award is subject to any restrictions pursuant to this Plan, the Award may be owned during the life of the Eligible Director solely by such director or the director's duly appointed guardian or personal representative and (b) no Award and no other right under the Plan, contingent or otherwise, will be assignable or subject to any encumbrance, pledge, or charge of any nature.

8.6 Other Compensation Plans.

The adoption of the Plan shall not affect any other stock option or incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of incentive or other compensation for employees or directors of the Company or any Subsidiary.

8.7 Plan Binding on Successors .

The Plan shall be binding upon the successors and assigns of the Company.

8.8 Singular, Plural; Gender.

Whenever used herein, nouns in the singular shall include the plural, and the masculine pronoun shall include the feminine gender.

8.9 Headings, etc., Not Part of Plan .

Headings of Articles and Sections hereof are inserted for convenience and reference; they constitute no part of the Plan.

8.10 Governing Law.

This Plan and any Awards hereunder shall be governed by and interpreted and construed in accordance with the laws of the State of Delaware and applicable federal law. Any reference in this Plan or in the agreement evidencing any Award to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

8.11 Section 409A Compliance.

Awards under this Plan may be structured to either be exempt from or subject to the requirements of section 409A of the Code and shall be construed and interpreted in accordance with such intent. To the extent that an Award or the payment, settlement or deferral thereof is subject to section 409A of the Code, the Award shall be granted, paid, settled or deferred in a manner that will comply with section 409A of the Code, including regulations or other guidance issued with respect thereto, except as otherwise determined by the Committee. Any provision of this Plan that would cause the grant of an Award or the payment, settlement or deferral thereof to fail to satisfy section 409A of the Code shall be amended to comply with section 409A of the Code on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under section 409A of the Code.

8.12 Foreign Eligible Directors

Awards may be granted to Eligible Directors who are foreign nationals or employed outside the United States, or both, on such terms and conditions different from those applicable to Awards to Eligible Directors who are residents of the United States or employed in the United States as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law or tax policy.

FORM OF STOCK OPTION AGREEMENT

This Stock Option Agreement (“**Agreement**”) entered into as of [date of grant] (the “**Grant Date**”) by and between Fluor Corporation, a Delaware corporation (the “**Company**”), and you (“**Grantee**”) evidences the grant to Grantee of a Stock Option Award (“**Option**”) under the Fluor Corporation 2008 Executive Performance Incentive Plan (“**Plan**”). This Option is intended not to be an incentive stock option and therefore is not subject to the tax treatment provided for under Section 422 of the Internal Revenue Code. Capitalized terms used in this Agreement and not defined herein have the meaning set forth in the Plan.

Section 1. AWARD SUBJECT TO PLAN

This Stock Option Award is made subject to all of the terms and conditions of the Plan, including any terms, rules or determinations made by the Committee, pursuant to its administrative authority under the Plan and such further terms as are set forth in the Plan that are applicable to awards thereunder, including without limitation provisions on adjustment of awards, non-transferability, satisfaction of tax requirements and compliance with other laws.

Section 2. STOCK OPTION AWARD

The Company hereby awards Grantee an Option to purchase shares of Company Common Stock pursuant to this Agreement at a purchase price per share of [purchase price], subject to the terms and conditions set forth herein and in the Plan. The Option may not be exercised in whole or in part as of the Grant Date, and is exercisable only if and to the extent provided in the following paragraphs and otherwise subject to and in accordance with the Plan.

Section 3. VESTING AND EXPIRATION

[Vesting schedule will be determined by the Committee. Certain agreements provide for cliff vesting, time vesting and/or vesting based upon the achievement of certain performance targets or maintenance of a certain stock price for a certain period of time. In case of vesting that is based on the satisfaction of performance targets or maintenance of a stock price, the performance period typically will be one year and in all cases satisfaction of the performance criteria is required to be eligible to exercise the Option.] Subject to the provisions below, the right to exercise the Option shall expire on [expiration date].

If your employment with the Company or any of its subsidiaries terminates for any reason other than death, Retirement, Disability or a Qualifying Termination within two (2) years following a Change of Control of the Company as determined by the Committee in accordance with the Plan then as of the date of such termination this Option shall expire as to any portion which has not then become vested and exercisable. If prior to the Option becoming vested and exercisable in full pursuant to the preceding paragraph, your employment with the Company or any of its subsidiaries terminates by reason of your death, Disability or a Qualifying Termination within two (2) years following a Change of Control of the Company as determined by the Committee in accordance with the Plan, then any portion of this Option which has yet to become vested and exercisable shall become immediately vested and exercisable. However, if prior to the Option becoming vested and exercisable in full pursuant to the preceding paragraph, you Retire from the Company and you deliver a signed non-competition agreement to the Company in a form acceptable to the Company, then any portion of this Option which has yet to become

vested and exercisable shall continue to vest and become exercisable as set forth in the preceding paragraph. Under all circumstances, any Option held less than one year from date of grant will be forfeited. Nothing in the Plan or this Option confers any right of continuing employment with the Company or its subsidiaries.

To the extent that this Option is exercisable after your termination of employment, after taking into account the vesting provisions set forth in this Section 3, then following such termination of employment this Option will expire on the **earlier** of (a) three (3) months following your termination of employment, if such termination occurred other than on account of death, Retirement or Disability, or a Qualifying Termination within two (2) years following a Change of Control of the Company; or (b) the third (3rd) anniversary of your final vest date, if such termination occurred on account of your death, Retirement, Disability, or a Qualifying Termination within two (2) years following a Change of Control of the Company.

For purposes of this Agreement, “**Retirement**” and “**Disability**” mean, respectively, your retirement or disability, all as determined in accordance with applicable Company personnel policies and the Plan policies. The term “**Qualifying Termination**” means your involuntary termination of employment by the Company without Cause or your resignation for Good Reason. For this purpose, “**Cause**” means your dishonesty, fraud, willful misconduct, breach of fiduciary duty, conflict of interest, commission of a felony, material failure or refusal to perform your job duties in accordance with Company policies, a material violation of Company policy that causes harm to the Company or its subsidiaries or other wrongful conduct of a similar nature and degree and “**Good Reason**” means a material diminution of your compensation (including, without limitation, base compensation, annual bonus opportunities, and/or equity incentive compensation opportunities), a material diminution of your authority, duties or responsibilities, a material diminution in the authority, duties or responsibilities of the supervisor to whom you are required to report or a material diminution of the budget over which you retain authority.

Section 4. RESALE AND TRANSFER RESTRICTIONS

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any re-sales by the Grantee or other subsequent transfers by the Grantee of any shares of common stock issued as a result of the exercise of this Option, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Grantee and other option holders and (c) restrictions as to the use of a specified brokerage firm for such re-sales or other transfers.

Section 5. CONFIDENTIALITY

The Agreement and the Option granted hereunder are conditioned upon Grantee not disclosing this Agreement or said Option to anyone other than Grantee’s spouse or financial advisor or senior management of the Company or senior members of the Company’s Legal Services, and Executive Services departments during the period prior to the exercise of said Option. If disclosure is made by Grantee to any other person not authorized by the Company, this Agreement and said Option shall be null and void and all Options otherwise granted hereunder to Grantee shall terminate.

Section 6. ENFORCEMENT

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Delaware.

Section 7. EXECUTION OF AWARD AGREEMENT

Please acknowledge your acceptance of the terms of this Agreement by electronically signing this Agreement. If you have not electronically signed this Agreement within two (2) months, the Company is not obligated to provide you any benefit hereunder and may refuse to issue shares to you under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written. FLUOR CORPORATION

FLUOR CORPORATION

by _____
[Name] _____
[Title]: _____

FORM OF RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (“**Agreement**”) entered into as of [date of grant] (the “**Grant Date**”), by and between Fluor Corporation, a Delaware corporation (the “**Company**”), and you (“**Grantee**”) evidences the grant to Grantee of a Stock Unit Award (“**RSU Award**”) under the Fluor Corporation 2008 Executive Performance Incentive Plan (“**Plan**”). Capitalized terms used in this Agreement and not defined herein have the meaning set forth in the Plan.

Section 1. AWARD SUBJECT TO PLAN

This RSU Award is made subject to all of the terms and conditions of the Plan, including any terms, rules or determinations made by the Committee, pursuant to its administrative authority under the Plan and such further terms as are set forth in the Plan that are applicable to awards thereunder, including without limitation provisions on adjustment of awards, non-transferability, satisfaction of tax requirements and compliance with other laws.

Section 2. RESTRICTED STOCK UNIT AWARD

The Company hereby awards Grantee a right to receive shares of Company common stock (“**Shares**”) pursuant to this RSU Award, subject to the terms and conditions set forth herein. Subject to the provisions of Section 3 and Section 4 hereof, upon the issuance to Grantee of Shares hereunder, Grantee shall receive cash in amounts equivalent to dividends or distribution paid or made by the Company with respect to an equivalent number of common shares.

Section 3. RESTRICTIONS ON SALE OR OTHER TRANSFER

Each restricted stock unit (“RSU”) awarded to Grantee pursuant to this Agreement shall be subject to forfeiture to the Company and each RSU may not be sold or otherwise transferred except pursuant to the following provisions:

- (a) The RSUs shall be held in book entry form by the Company until (1) the restrictions set forth herein lapse in accordance with the provisions of Section 4, at which time the RSUs will be converted to shares of Company common stock, or (2) until the RSUs are forfeited pursuant to Section 3(c) hereof.
- (b) No such RSUs may be sold, transferred or otherwise alienated or hypothecated so long as such RSUs are subject to the restrictions provided for in this Agreement.
- (c) Upon your termination of employment with the Company or its subsidiaries for any reason other than those which result in a lapse of restrictions pursuant to Section 4(b)(2), then any such Shares subject to such RSUs as to which the foregoing restrictions have yet to lapse pursuant to Section 4, shall be forfeited by you and acquired by the Company at no cost to the Company on the date of such termination of employment.

Section 4. LAPSE OF RESTRICTIONS

- (a) *[Performance criteria may be included for certain recipients at the discretion of the Committee . The performance period typically will be one year and in all cases satisfaction of the performance criteria is required to be eligible for settlement of the RSUs].*
- (b) The restrictions set forth in Section 3 hereof shall lapse (provided that such RSUs have not previously been forfeited pursuant to the provisions Section 3(c) hereof) with respect to the number of RSUs determined as specified below upon the occurrence of any of the following events (any such event, a “**Vest Date**”):
 - (1) *[Vesting schedule to be determined by the Committee. Certain agreements provide for cliff vesting, gradual vesting and/or long term “retirement” shares.]*
 - (2) Notwithstanding the foregoing, the restrictions set forth in Section 3 hereof shall lapse immediately (provided that such RSUs have not previously been forfeited pursuant to the provisions of Section 3(c) hereof) as set forth in the foregoing paragraph with respect to all RSUs which remain subject to the foregoing restrictions, if prior to [*last vesting date*], the employment of the Grantee by the Company or its subsidiaries is terminated on account of death, Disability or a Qualifying Termination within two (2) years following a Change of Control of the Company as determined by the Committee in accordance with the Plan. In the event of Grantee’s Retirement from the Company, the restrictions set forth in Section 3 hereof shall continue to lapse (provided that such RSUs have not previously been forfeited pursuant to the provisions of Section 3 (c) hereof) as set forth in Section 4(b)(1) hereof with respect to all RSUs which remain restricted, if prior to [*last vesting date*], the Grantee Retires and delivers a signed non-competition agreement in a form acceptable to the Company. However, under all circumstances, any RSUs held less than one year from date of grant will be forfeited. Nothing in the Plan or this Option confers any right of continuing employment with the Company or its subsidiaries.

For purposes of this Agreement, “**Retirement**” and “**Disability**” mean, respectively, your retirement or disability, all as determined in accordance with applicable Company personnel policies and the Plan policies. The term “**Qualifying Termination**” means your involuntary termination of employment by the Company without Cause or your resignation for Good Reason. For this purpose, “**Cause**” means your dishonesty, fraud, willful misconduct, breach of fiduciary duty, conflict of interest, commission of a felony, material failure or refusal to perform your job duties in accordance with Company policies, a material violation of Company policy that causes harm to the Company or its subsidiaries or other wrongful conduct of a similar nature and degree and “**Good Reason**” means a material diminution of your compensation (including, without limitation, base compensation, annual bonus opportunities, and/or equity incentive compensation opportunities), a material diminution of your authority, duties or responsibilities, a material diminution in the authority, duties or

responsibilities of the supervisor to whom you are required to report or a material diminution of the budget over which you retain authority.

- (c) No RSUs shall be vested and converted to Shares and delivered to the Grantee or Grantee's legal representative as herein above provided unless and until the statutory amount of federal, state or local tax withholding or other employment tax obligations the Company determines is or may be required under applicable tax laws or regulations in connection with the taxable income resulting from the lapse of the restrictions set forth in Section 3 (the "**Tax Withholding Obligation**") has been withheld or paid pursuant to Section 5.

Section 5. TAX WITHHOLDING

- (a) Upon the lapse of the restrictions applicable to the RSU Award on a Vest Date, the RSUs will be converted to Shares and you will recognize ordinary income. Your acceptance of this RSU Award shall constitute your instruction to the Company to withhold a whole number of Shares as the Company determines to be appropriate to equal an amount sufficient to satisfy your Tax Withholding Obligation. The closing price at which the Company's common stock is sold on the New York Stock Exchange on the Vest Date (the "**Fair Market Value**") will be used to calculate the amount of taxable income and the Tax Withholding Obligation due to the lapse of the restrictions on the Vest Date. The Tax Withholding Obligation on the Vest Date will be divided by the Fair Market Value on the Vest Date and rounded up to the nearest whole number to determine how many Shares will be withheld by the Company to pay your Tax Withholding Obligation. The remaining Shares will be delivered to you. To the extent that rounding causes the Fair Market Value of the Shares withheld to exceed your Tax Withholding Obligation, the Company agrees to apply any such excess to your federal income tax.
- (b) Regardless of any action the Company takes with respect to any or all tax withholding obligations that arise with respect to the RSU Award, you shall remain ultimately liable and responsible for all such taxes.

Section 6. CONFIDENTIALITY; NO RIGHT TO CONTINUING EMPLOYMENT

This Agreement and the receipt of any RSUs hereunder are conditioned upon Grantee not disclosing this Agreement or said receipt to anyone other than Grantee's spouse or financial advisor or senior management of the Company or senior members of the Company's Legal Services, and Executive Services departments during the period prior to the lapse of the restrictions hereunder. If disclosure is made by Grantee to any other person not authorized by the Company, Grantee hereby agrees to forfeit any RSUs received hereunder and to surrender to the Company said Shares. Nothing in the Plan or this Agreement confers any right to continuing employment with the Company or its subsidiaries.

Section 7. ENFORCEMENT

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Delaware.

Section 8. EXECUTION OF AWARD AGREEMENT

Please acknowledge your acceptance of the terms of this Agreement by electronically signing this Agreement. If you have not electronically signed this Agreement within two (2) months, the Company is not obligated to provide you any benefit hereunder and may refuse to issue shares to you under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

FLUOR CORPORATION

by _____
[Name] _____
[Title]: _____

FORM OF NON-U.S. STOCK GROWTH INCENTIVE AWARD AGREEMENT

This Non-U.S. Stock Growth Incentive Award Agreement (“**Agreement**”) entered into as of *[date of grant]*, by and between Fluor Corporation, a Delaware corporation (the “**Company**”), and *[name of recipient]* (“**Grantee**” or “**you**”) evidences the grant to Grantee of an Incentive Award (the “**Non-US Stock Growth Incentive Award**” or “**Award**”) under the Fluor Corporation 2008 Executive Performance Incentive Plan (the “**Plan**”). Capitalized terms used in this Agreement and not defined herein have the meaning set forth in the Plan.

Section 1. AWARD SUBJECT TO PLAN

Your Non-U.S. Stock Growth Incentive Award is made subject to all of the terms and conditions of this Agreement and the Plan, a copy of which is available by request, including any terms, rules or determinations made by the Committee, pursuant to its administrative authority under the Plan and such further terms as are set forth in the Plan that are applicable to awards thereunder, including without limitation provisions on adjustment of awards, non-transferability, satisfaction of tax requirements and compliance with other laws.

Section 2. TARGET, VALUE OF AWARD AND EARNOUT PERIOD

Your Non-U.S. Stock Growth Incentive Award target amount is *[dollar amount of award]*, which becomes earned based on quarterly stock performance over a *[period of years as determined by the Committee]* at a rate of:

- (a) *[Vesting and payment schedule to be determined by the Committee.]*

Quarterly stock performance will be measured based on the percentage increase or decrease from the last New York Stock Exchange (“**NYSE**”) trading day of each previous quarter to the last NYSE trading day of each current quarter applied to the total remaining earned balance each quarter within each fiscal year of the Award earnout period.

Section 3. CONTINUED EMPLOYMENT AND AWARD PAYMENT

If your employment with the Company or any of its subsidiaries terminates for any reason other than death, Retirement, Disability or a Qualifying Termination within two (2) years following a Change of Control of the Company as determined by the Committee in accordance with the Plan, then as of the date of such termination this Award shall expire as to any portion which has not then become vested and payable. If prior to the Award becoming vested and payable in full pursuant to the preceding paragraph, your employment with the Company or any of its subsidiaries terminates by reason of your death, Disability or a Qualifying Termination within two (2) years following a Change of Control of the Company as determined by the Committee in accordance with the Plan, then any portion of this Award which has yet to become vested and payable shall become immediately vested and payable as set forth in the preceding paragraph. However, if prior to the Award becoming vested and payable in full pursuant to the preceding paragraph, you Retire from the Company and you deliver a signed non-competition agreement to the Company in a form acceptable to the Company, then any portion of this Award which has yet to become vested and payable shall continue to vest and be paid as set forth in Section 2. Under all circumstances, any Award held less than one year from date of grant will be

forfeited. Nothing in the Plan or this Award confers any right of continuing employment with the Company or its subsidiaries.

For purposes of this Agreement, “**Retirement**” and “**Disability**” mean, respectively, your retirement or disability, all as determined in accordance with applicable Company personnel policies and the Plan policies. The term “**Qualifying Termination**” means your involuntary termination of employment by the Company without Cause or your resignation for Good Reason. For this purpose, “**Cause**” means your dishonesty, fraud, willful misconduct, breach of fiduciary duty, conflict of interest, commission of a felony, material failure or refusal to perform your job duties in accordance with Company policies, a material violation of Company policy that causes harm to the Company or its subsidiaries or other wrongful conduct of a similar nature and degree and “**Good Reason**” means a material diminution of your compensation (including, without limitation, base compensation, annual bonus opportunities, and/or equity incentive compensation opportunities), a material diminution of your authority, duties or responsibilities, a material diminution in the authority, duties or responsibilities of the supervisor to whom you are required to report or a material diminution of the budget over which you retain authority.

Section 4. CONFIDENTIALITY

The Agreement and the Award hereunder are conditioned upon Grantee not disclosing this Agreement or said Award to anyone other than Grantee’s spouse or financial advisor or senior management of the Company or senior members of the Company’s Legal Services and Executive Compensation Services departments during the period prior to the full payment of the Award. If disclosure is made by Grantee to any other person not authorized by the Company, this Agreement and said Award shall be null and void and all Awards otherwise granted hereunder to Grantee shall terminate.

Section 5. ENFORCEMENT

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Delaware.

Section 6. EXECUTION OF AWARD AGREEMENT

Please acknowledge your acceptance of the terms of this Agreement by signing the original of this Agreement and returning it to the Executive Compensation Services department. If you have not signed and returned this Agreement within two (2) months, the Company is not obligated to provide you any benefit hereunder and may refuse to make any payouts to you under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

FLUOR CORPORATION

by _____
[Name] _____
[Title]: _____

FORM OF RESTRICTED UNIT AWARD AGREEMENT

This agreement ("Agreement") entered into as of <<GRANT DATE>>, by and between Fluor Corporation, a Delaware corporation ("Company"), and <<NAME>> ("Grantee" or "you") evidences and confirms the following Restricted Unit Award by the Committee (as defined in the Plan) under the Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors, as amended (the "Plan"). Your Restricted Unit Award is made subject to all the terms and conditions of the Plan, a copy of which is enclosed herewith.

Your Restricted Unit Award consists of <<NUMBER>> Units, which Units shall become earned and payable in cash as the transfer restrictions on the <<RSS NUMBER>> shares of restricted stock awarded to you concurrently herewith (the "Restricted Stock") pursuant to the Restricted Stock Purchase Agreement by and between you and the Company lapse. Your Restricted Unit Award is subject to the same transfer restrictions and repurchase rights as the Restricted Stock. Each Unit shall be equal in value to the closing price per share at which the common stock of the Company is sold in the regular way on the New York Stock Exchange on the date upon which such Unit becomes earned and payable. The proceeds of this Restricted Unit Award shall be applied in payment of taxes arising from the lapse of restrictions on the Restricted Stock and arising from this award (or portion thereof) becoming earned and payable. Any remaining balance of the proceeds shall be remitted to you.

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Texas. Except as specifically provided herein, all capitalized terms shall have the meanings set forth in the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

FLUOR CORPORATION

by: _____

Carlos M. Hernandez
Chief Legal Officer & Secretary

Grantee

FORM OF RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement (“Agreement”) entered into as of <<DATE>> (the “Grant Date”), by and between Fluor Corporation, a Delaware corporation, and <<NAME>> (“Grantee” or “you”) evidences the grant of a Restricted Stock Award by the Committee (as defined in the Plan) under the Fluor Corporation 2000 Restricted Stock Plan for Non-Employee Directors, as amended (“Plan”).

Section 1. AWARD SUBJECT TO PLAN

This Restricted Stock Award is made subject to all of the terms and conditions of the Plan, a copy of which is provided to Grantee herewith, including any terms, rules or determinations made by the Committee, pursuant to its administrative authority under the Plan and such further terms as are set forth in the Plan that are applicable to awards thereunder, including without limitation provisions on adjustment of awards, non-transferability, satisfaction of tax requirements and compliance with other laws. Capitalized terms used in this Agreement and not defined herein have the meaning set forth in the Plan.

Section 2. RESTRICTED STOCK AWARD

The Company hereby awards Grantee <<NUMBER>> shares of Company common stock pursuant to the Plan, subject to the terms and conditions set forth herein. Subject to the provisions of Section 3 and Section 4 hereof, upon the issuance to Grantee of Restricted Stock hereunder, Grantee shall have all the rights of a shareholder with respect to the shares, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto.

Section 3. RESTRICTIONS ON SALE OR OTHER TRANSFER

Each share of stock issued to Grantee pursuant to this Agreement shall be subject to forfeiture to the Company and each share may not be sold or otherwise transferred except pursuant to the following provisions:

- (a) The shares shall be held in book entry form with the Company’s transfer agent until the restrictions set forth herein lapse in accordance with the provisions of Section 4 or until the shares are forfeited pursuant to paragraph (c) of this Section 3.
- (b) No such shares may be sold, transferred or otherwise alienated or hypothecated so long as such shares are subject to the restriction provided for in this Agreement.
- (c) All of Grantee’s restricted stock remaining subject to any restriction hereunder shall be forfeited to, and be acquired at no cost by, the Company in the event that the Committee determines that any of the following circumstances has occurred:
 - (i) Grantee has engaged in knowing and willful misconduct in connection with his service as a member of the Board;
 - (ii) Grantee, without the consent of the Committee, at any time during his period of service as a member of the Board, becomes a principal of, serves as a director of, or owns a material interest in, any business that directly or through a controlled subsidiary competes with the Company or any Subsidiary; or
 - (iii) Grantee does not stand for re-election to, or voluntarily quits or resigns from, the Board for any reason, except under circumstances that would cause such restrictions to lapse under Section 4.

Section 4. LAPSE OF RESTRICTIONS

Provided you are serving as a non-employee director of the Company at the time, the restrictions set forth in Section 3 hereof shall lapse (provided that such shares have not previously been forfeited pursuant to the provisions of paragraph (c) of Section 3 hereof) with respect to the number of shares as specified below upon the occurrence of any of the following events:

- (a) *[Vesting schedule to be determined by the Committee.]*
- (b) Notwithstanding the foregoing, the restrictions set forth in Section 3 hereof shall lapse in their entirety if the restricted stock has been held by Grantee for at least six months, and:
 - (i) the Grantee attains the age for mandatory retirement of members of the Board as specified in the Bylaws of the Company (as applied to the Grantee on the date Grantee's retirement from the Board) or obtains Board approval of early retirement in accordance with Section 5.5 of the Plan;
 - (ii) the Grantee dies or becomes permanently and totally disabled, as determined in accordance with applicable Company personnel policies; or
 - (iii) upon a Change of Control.

Section 5. NONTRANSFERABILITY

The Award granted hereunder may be exercised during the life of Grantee solely by Grantee or Grantee's duly appointed guardian or personal representative. Grantee acknowledges and agrees that no Award and no other right under the Plan, contingent or otherwise, will be assignable or subject to any encumbrance, pledge, or charge of any nature.

Section 6. ENFORCEMENT

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of Texas.

Section 7. EXECUTION OF AWARD AGREEMENT

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing the original of this Agreement and returning it to Executive Services. If you have not signed and returned this Agreement within one month, the Company is not obligated to provide you any benefit hereunder and may refuse to issue shares to you under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

FLUOR CORPORATION

by: _____
Carlos M. Hernandez
Chief Legal Officer & Secretary

Grantee

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) OR RULE 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, Alan L. Boeckmann, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fluor Corporation;
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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) 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 10, 2010

By: /s/ Alan L. Boeckmann
Alan L. Boeckmann,
Chairman of the Board and
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) OR RULE 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934**

I, D. Michael Steuert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fluor Corporation;
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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) 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 10, 2010

By: /s/ D. Michael Steuert
D. Michael Steuert,
*Senior Vice President and
Chief Financial Officer*

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(b) OR RULE 15d-14(b)
OF THE SECURITIES EXCHANGE ACT OF 1934
AND 18 U.S.C. SECTION 1350**

In connection with the Quarterly Report of Fluor Corporation (the "Company") on Form 10-Q for the period ended March 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alan L. Boeckmann, Chairman and Chief Executive Officer of the Company, certify, for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 10, 2010

By: /s/ Alan L. Boeckmann
Alan L. Boeckmann,
Chairman of the Board and
Chief Executive Officer

A signed original of this written statement required by 18 U.S.C. Section 1350 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.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(b) OR RULE 15d-14(b)
OF THE SECURITIES EXCHANGE ACT OF 1934
AND 18 U.S.C. SECTION 1350**

In connection with the Quarterly Report of Fluor Corporation (the "Company") on Form 10-Q for the period ended March 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, D. Michael Steuert, Senior Vice President and Chief Financial Officer of the Company, certify, for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 10, 2010

By: /s/ D. Michael Steuert
D. Michael Steuert,
Senior Vice President and
Chief Financial Officer

A signed original of this written statement required by 18 U.S.C. Section 1350 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.

