

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

C-5 Sustaining Engineering Services
CONTRACT NUMBER FA8525-11-D-0003

Generated Using Lockheed Martin CorpDocs 2011 Version

December 20, 2011

The following are the supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., CorpDoc 3, CorpDoc 3a, CorpDoc 4, etc.), into subcontracts issued under the C-5 AMP Sustaining Engineering Services Contract FA8525-11-D-0003 (the Prime Contract). These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirements develop.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

1. The following FAR, DFARS and AFFARS clauses are added:

FAR 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (Jul 2010) Subparagraph (c)(1) does not apply. If Seller meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) website. All information posted will be available to the general public.

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011) Applies if this is a cost-reimbursement Contract or time and material Contract (but clause applies only with respect to the material portion of the time and material Contract). "Government" means "Lockheed Martin" except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989) Applies if this Contract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in

this Contract.

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) Applies if FAR 52.222-41 applies to this Contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this Contract shall not be made unless or until the Contracting Officer makes appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.245-9 USE AND CHARGES (AUG 2010) Applies if Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

AFFARS 5352.223-9001 Health and Safety on Government Installations (Jun 1997) Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "Lockheed Martin."

DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (SEP 2011) Applies if FAR 52.219-9 is included in this Contract. Paragraph (g) is deleted.

DFARS 252.225-7012 Preference for Certain Domestic Commodities (Jun 2010) Applies if Seller is furnishing any of the items covered by this clause.

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011) No modifications.

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2011) Applies if this Contract requires the delivery of technical data.

DFARS 252.228-7001 Ground and Flight Risk (Jun 2010) In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (August 2007) Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (Aug 2004) Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.

DFARS 252.243-7002 Requests for Equitable Adjustment (Mar 1998) "Government" means "Lockheed Martin."

1 CORPDOCs Supplement for C-5 AMP Sustaining Engineering Services Contract (December 20, 2011)