

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

Prime Contracts FA8504-06-D-0001
(MTS/LTS)

Generated using Lockheed Martin CorpDocs 2011 Version

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The following are the supplemental terms and conditions to be incorporated, in addition to those other terms set out in the identified CorpDocs, into subcontracts issued under the C-130 MTS/LTS contract, FA8504-06-D-0001. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirement changes.

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.

Add or modify the following FAR clauses as indicated below:

52.211-15 Defense Priority and Allocation Requirements (SEP 1990).

52.232-32 Performance-Based Payments (FEB 2002) Applies where performance-based payments will be made to subcontractor. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted.

52.245-2 Government Property (Fixed-Price Contracts) (MAY 2004) "Contracting Officer" means "Buyer;" "Government" means "Buyer" except (1) in the terms "Government-furnished property" and "Government property;" (2) the second time it appears in Paragraph (b)(1)(ii); (3) in Paragraph (c)(1). In paragraph (f), and in paragraph (j) and subparagraph (j)(1), "Government" means "Buyer/Government." T

