

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

SUPPLEMENT B

Prime Contract FA8504-07-D-0003
Center Wing Box, Phase III

Generated using Lockheed Martin CorpDocs 2007 Version

September 2007

In addition to the terms and conditions in the CORPDOC and other provisions of the Federal Acquisition Regulation and Defense FAR Supplement identified as applying to this contract, the following provisions are added to this contract:

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.

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) In the performance of this contract, the Seller agrees to comply with the response and access provisions of paragraph (c) of this clause, subject to coordination with the Buyer.

52-216-11 COST CONTRACT – NO FEE (APR 1984) "Government" and "Contracting Officer" mean "Lockheed Martin." The last two sentences are deleted.

252.217-7028 OVER AND ABOVE WORK (DEC 1991) "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Applicable where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract.

52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006) Applies if this contract is for services. "Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government."

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."

CORPDOC 2A, 3A, and 4A:

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004) Applies if Seller is furnishing any of the items covered by this clause.

52.232-16 PROGRESS PAYMENTS (APR 2003) "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government." (1) Due date. The designated payment office will make progress payments on the **11th** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

252.242-7005 COST/SCHEDULE STATUS REPORT (MAR 2005) Applicable when cost/schedule status reports are required.

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) If applicable, Seller shall provide notifications under this clause to Buyer and the contracting officer identified to Seller.

52-247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) Applicable to cost reimbursement orders that authorize reimbursement of transportation as a direct charge. Documents required by this clause will be provided by Seller to Buyer.