

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**Facilities Lease AFP6**

**F33657-97-L-2019**

**Generated using Lockheed Martin CorpDocs 2016 Version**

**NOV. 7, 2016**

**Original**

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

**PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:**

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

FAR 52.222-22 Previous Contracts and Compliance Reports

FAR 52.222-25 Affirmative Action Compliance

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)

FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (OCT 2015)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

DFARS 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)

DFARS 252.225-7021 TRADE AGREEMENTS (OCT 2015)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)

DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015)

**PART II. MODIFICATIONS:** The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR [52.203-12](#) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

FAR [52.203-13](#) CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (DEC 2008)  
**(Applies if this contract exceeds \$5,000,000 and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)**

FAR [52.204-10](#) REPORTING SUBCONTRACT AWARDS. (SEP 2007)

FAR [52.209-6](#) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

FAR [52.215-2](#) AUDIT AND RECORDS NEGOTIATION. (MAR 2009) (Applies if this contract exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate I applies if Seller is an educational institution or non-profit institution. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.215-11](#) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS. (OCT 1997) (Applies whenever Seller was required to furnish cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.215-12](#) SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997) (Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.215-13](#) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS. (OCT 1997) (Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide cost or pricing data. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.215-15](#) PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) (Applies if this contract meets the applicability requirements of FAR 15.408(g). Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.215-21](#) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS. (OCT 1997) ("Contracting Officer" means "Lockheed Martin.")

FAR [52.219-9](#) SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) (Applies if this contract exceeds \$550,000. Does not apply if is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.222-4](#) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION. (JUL 2005) (Applies if this contract requires or involves the employment of laborers and mechanics. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.222-21](#) PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

FAR [52.222-26](#) EQUAL OPPORTUNITY. (MAR 2007)

FAR [52.222-35](#) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applies if this contract is for \$100,000 or more.)

FAR [52.222-36](#) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998) (Applies if this contract exceeds \$10,000.)

FAR [52.222-37](#) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) (Applies if this contract is for \$100,000 or more. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.222-50](#) COMBATING TRAFFICKING IN PERSONS.( FEB 2009) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR [52.230-2](#) COST ACCOUNTING STANDARDS. (OCT 2008) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR [52.230-6](#) ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008) (Applies if FAR 52.230-2, 52.230-3 or 52.230-5 applies to this contract. Does not apply for Commercial Items as defined in FAR 2.101).

FAR [52.244-6](#) SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2009)

FAR [52.245-1 ALTI](#) ALTERNATE I -- GOVERNMENT PROPERTY. (JUN 2007) ("Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

DFARS [252.215-7000](#) PRICING ADJUSTMENTS. (DEC 1991) (Applies if the FAR clause entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Modifications" apply to this contract. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS [252.225-7001](#) BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM. (JAN 2009)

DFARS [252.225-7012](#) PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (DEC 2008 (Applies if Seller is furnishing any of the items covered by this clause. )

DFARS [252.225-7016](#) RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS. (MAR 2006) (Applies if the contract work contains ball or roller bearings. Does not apply for Commercial Items as defined in FAR 2.101).

DFARS [252.225-7030](#) RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL (DEC 2006) (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. Does not apply for Commercial Items as defined in FAR 2.101).

DFARS [252.227-7013](#) RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

DFARS [252.227-7037](#) VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) (Does not apply for Commercial Items as defined in FAR 2.101).

DFARS [252.247-7023](#) TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted. If this contract is less than \$150,000 only paragraphs (a) through (e) and paragraph (h) of the clause applies.)

**PART III. ADDITIONS:** The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR [52.203-15](#) WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (MAR 2009)

FAR [52.204-2 ALT II](#) SECURITY REQUIREMENTS. (APR 1984) (Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract.)

FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014) "CONTRACTING OFFICER" MEANS "LOCKHEED MARTIN."

FAR 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)

FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)

FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014) - The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph."

FAR 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)

FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

FAR 52.222-15 CERTIFICATION OF ELIGIBILITY. (MAY 2014)

FAR 52.222-16 APPROVAL OF WAGE RATES (FEB 1988) "Government" means "Lockheed Martin."

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) Applies if this is a subcontract for services in excess of \$150,000.

FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015) Applies if this contract exceeds \$10,000

FAR 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001) Contracting Officer" means "Lockheed Martin."

FAR 52.222-31 CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (PERCENTAGE METHOD) (MAY 2014) "Contracting Officer" means "Lockheed Martin."

FAR 52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (ACTUAL METHOD) (MAY 2014) "Contracting Officer" means "Lockheed Martin."



FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT -- CONSTRUCTION MATERIALS (MAY 2014)

FAR [52.225-9](#) BUY AMERICAN ACT CONSTRUCTION MATERIALS. (FEB 2009) (Applicable if the Work contains other than domestic components as defined by this clause.)

FAR [52.225-11](#) BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (MAR 2009)

FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

FAR 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS (MAY 2014) Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2016) Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) - Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) Applies if this Contract involves work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (b) "Government's" means "Lockheed Martin's or the Government's." Unless otherwise specified by this contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.

FAR [52.236-5](#) MATERIAL AND WORKMANSHIP. (APR 1984) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) - Contracting Officer" means "Lockheed Martin Procurement Representative"

FAR 52.236-8 OTHER CONTRACTS (APR 1984) "Government" and "Contracting Officer" means "Lockheed Martin."

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984) - "Contracting Officer" means "Lockheed Martin."

FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) - "Contracting Officer" means "Lockheed Martin."

FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION - "Contracting Officer" means "Lockheed Martin Procurement Representative"

FAR 52.236-12 CLEANING UP (APR 1984) -“Contracting Officer” means “Lockheed Martin Procurement Representative”

FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) -"Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government”

FAR 52.236-17 LAYOUT OF WORK (APR 1984)

FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - "Contracting Officer" means Lockheed Martin except in the first sentence of paragraph (a) where it means "Lockheed Martin and the Contracting Officer." "Government" means Lockheed Martin and the Government.

FAR 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984) - “Contractor” means Seller, and “Contracting Officer” means Lockheed Martin.

FAR 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

FAR 52.237-1 SITE VISIT (APR 1984)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)- “Contractor” means Seller, and “Government” and “Contracting Officer” mean Lockheed Martin except in first sentence “Government installation” means Government installation or Lockheed Martin property.

FAR [52.237-11](#) ACCEPTING AND DISPENSING OF \$1 COIN. (SEP 2008)

FAR 52.242-16 STOP-WORK ORDER FACILITIES (AUG 1989)— ("Contracting Officer" and "Government" means "Lockheed Martin.")

FAR 52.243-2 CHANGES—COST REIMBURSEMENT (APR 1984) ALT III ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

FAR 52.246-13 INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996) ("Government" means "Lockheed Martin and the Government." Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.248-3 VALUE ENGINEERING CONSTRUCTION (SEP 2006) "Government" means "Lockheed Martin or the Government except in paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer

FAR [52.249-6 ALTI](#) TERMINATION (COST-REIMBURSEMENT).( SEP 1996) ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract's Contracting Officer. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS [252.203-7002](#) REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JAN 2009)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AUG 2008)

DFARS [252.243-7002](#) REQUESTS FOR EQUITABLE ADJUSTMENT. (MAR 1998 ("Government" means "Lockheed Martin." Does not apply to Commercial Items as defined in FAR 2.101.)AFFARS [5352.223-9000](#) ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS). (APR 2003) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Does not apply to Commercial Items as defined in FAR 2.101.)

#### **Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

##### **LEASE CLAUSE H012 - LIABILITY AND INSURANCE AGAINST THIRD PARTY CLAIMS (August 2009)**

(a) SELLER shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability and contemplated by FAR 52.228-5, Insurance - Work on a Government Installation and/or 52.228-7, Insurance - Liability to Third Persons, and FAR 52.228-8, Liability and Insurance - Leased Motor Vehicles. SELLER shall submit for approval a plan detailing insurance coverage. Lockheed Martin approval is required for any significant change in insurance benefits.

(b) LOCKHEED MARTIN shall not be responsible for damage to the property of SELLER nor for damages to the property or injuries to the person of SELLER's officers, agents, servants, or employees or other persons on the Leased Property as invitees or licensees of the SELLER arising from the use of the Leased Property by the SELLER on or after the Effective Date of the Lease Extension, except to the extent otherwise provided by law or under other contract obligations. SELLER agrees to hold LOCKHEED MARTIN harmless and indemnified from all loss, damage, liability, or expense incurred or claimed affecting any person or property, or any and all damages arising out of, or from SELLER's use, acts, omissions, operation or possession of the Leased Property on or after the Effective Date of the Lease Extension. LOCKHEED MARTIN shall be responsible for damage to property of SELLER and third parties

and for injury to the person of SELLER's officers, agents, servants, employees, or other third parties on the Leased Property as invitees or licensee's of the SELLER arising from any acts or omissions of LOCKHEED MARTIN or any party acting on behalf of LOCKHEED MARTIN including, but not limited to, other government agencies or a contractor (other than SELLER), subcontractor, vendor, agent, or invitee of LOCKHEED MARTIN.

**LEASE CLAUSE - H016 ACCESS TO AIR FORCE PLANT 6 (August 2009)**

LOCKHEED MARTIN, its contractors, subcontractors, agents and invitees acting at the request of LOCKHEED MARTIN and subject to reasonable conditions imposed by SELLER shall have access to the Facilities for the purposes of inspecting and administering the Facilities, conducting any environmental activities, or when otherwise deemed reasonably necessary for the protection of its interest. Subject to applicable Defense Department security requirements and on a noninterference basis, SELLER shall provide all necessary supporting services, to the extent funded by LOCKHEED MARTIN, to contractors conducting environmental remediation and related activities at the plant, including, but not limited to, access to remediation sites, temporary utilities, temporary office and storage spaces, documentation such as engineering plans, records and photographs, escorts, refuse disposal, or other support, as directed in writing by the CO. SELLER shall also provide, as directed in writing by LOCKHEED MARTIN, cooperation, support, manpower, access, records, space, facilities, and all items or actions requested by LOCKHEED MARTIN or its agents, visitors, contractors, or subcontractors the costs of which shall be funded by the LOCKHEED MARTIN, subject to the availability of funds. In no event shall the activities of LOCKHEED MARTIN or its subcontractor's agents or visitors under this Clause unreasonably interfere with the SELLER's activities at the Facilities

**LEASE CLAUSE H027 - APPLICABILITY OF FAR PART 45 (August 2009)**

(a) Notwithstanding the statement in FAR Part 45 concerning property provided under statutory leasing authority, the parties hereto agree that the Leased Property, including SELLER's interest in the Leased Property shall be considered Government Furnished Property as defined in FAR 45.101 in clause 27(a) and amended by the Office of the Under Secretary of Defense letter dated July 14, 1995 authorizing a Class Deviation from FAR Part 45. The requirements of FAR 45.101 definition "Low Value Property," FAR 45.504(b) Contractor's (SELLER's) Liability, FAR 45.505(g) Records and Reports of Government Property, FAR 45.505.1(a)(c) Basic Information, FAR 45.508(a)(b) Physical Inventories, FAR 45.607-1, Scrap and FAR 52.245-5, Government Property (Cost-Reimbursement, Time and Materials, or Labor Hour Contracts) (DEV) (Jul 1995) shall apply. Further, SELLER shall maintain an approved property administration program in accordance with FAR 45.5, Management of Government Property in the Possession of Contractors (SELLER), during the Initial Lease Term or any renewal thereof.

(b) For the purposes of this Lease, the parties agree that the baseline for the SELLER's property records for the property controlled hereunder is the Effective Date of this Lease.

(c) Nothing in this Lease shall require SELLER to recreate or have the responsibility for maintenance of records/data not in the SELLER's records as of the Effective Date of the Lease.

(d) Additional approved deviation or changes to FAR Part 45 shall be incorporated in this Clause by mutual agreement of both LOCKHEED MARTIN and SELLER for purposes of streamlining administrative procedures.