# United States SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT** 

## PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported) - November 9, 2012

### LOCKHEED MARTIN CORPORATION

(Exact name of registrant as specified in its charter)

Maryland (State or other jurisdiction of Incorporation) 1-11437 (Commission File Number) 52-1893632 (IRS Employer Identification No.)

6801 Rockledge Drive, Bethesda, Maryland (Address of principal executive offices)

20817 (Zip Code)

 $(301)\ 897\text{-}6000$  (Registrant's telephone number, including area code)

Not Applicable (Former name or address, if changed since last report)

ck the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following isions:
Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

### Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

- (b) On November 9, 2012, Christopher E. Kubasik, the Corporation's Vice Chairman, President and Chief Operating Officer, resigned as Vice Chairman, President and Chief Operating Officer and as a member of the Board of Directors (the "Board"), effective immediately. A copy of the press release of the Corporation dated November 9, 2012, announcing the resignation of Mr. Kubasik is attached as Exhibit 99.1.
- (c) Following the resignation of Mr. Kubasik, the Board elected Marillyn A. Hewson (age 58) to serve as the Corporation's President and Chief Operating Officer, effective immediately. The Board also elected Ms. Hewson as Chief Executive Officer effective as of January 1, 2013. As previously announced, on December 31, 2012, Robert J. Stevens, the Corporation's Chairman and Chief Executive Officer, will step down as Chief Executive Officer. Mr. Stevens will serve as Executive Chairman of the Board after December 31, 2012.

Ms. Hewson has served as Executive Vice President – Electronic Systems since January 2010. She previously served as President, Systems Integration – Owego from September 2008 to December 2009; Executive Vice President – Global Sustainment for Aeronautics from February 2007 to August 2008; President, Lockheed Martin Logistics Services Company from January 2007 to February 2007; and President and General Manager, Kelly Aviation Center, L.P. from August 2004 to December 2007. Ms. Hewson is chair of the Sandia Corporation Board of Directors and has served as a director of E.I. duPont de Nemours and Company since 2007. Ms. Hewson also serves on the Association of the United States Army Council of Trustees and the University of Alabama's Culverhouse College of Commerce and Business Administration Board of Visitors. She formerly served as a director of Carpenter Technology Corporation from 2002 to 2006.

- (d) As noted above, on November 9, 2012, the Board elected Marillyn Hewson to serve as President and Chief Operating Officer, and commencing on January 1, 2013, to serve as President and Chief Executive Officer. Ms. Hewson also was elected to serve as a member of the Board effective on November 9, 2012. Information concerning Ms. Hewson's experience is set forth above.
- (e) In connection with Mr. Kubasik's resignation, the Corporation and Mr. Kubasik entered into a Separation Letter Agreement dated November 9, 2012 (the "Separation Agreement"). Under the terms of the Separation Agreement, the Corporation and Mr. Kubasik have agreed, among other things, to the following:
  - The Corporation will pay Mr. Kubasik \$3.5 million as a separation payment;
  - · Mr. Kubasik will not be entitled to a separate bonus for 2012 under the Corporation's management incentive compensation plan;
  - Mr. Kubasik will be treated as resigning for purposes of option, restricted stock unit and long term incentive performance ("LTIP") awards under the
    Corporation's incentive performance award plans and, as a result, will forfeit any unvested options, unvested restricted stock units and LTIP awards
    for periods that have not been completed as of November 9, 2012; his awards otherwise will be treated in accordance with the terms of the respective
    plans;

- Mr. Kubasik will continue to be bound by the non-compete, non-solicitation, proprietary information, non-disparagement and cooperation covenants contained in his existing option, restricted stock and LTIP award agreements;
- · Mr. Kubasik will release the Corporation for all claims permitted by law, including claims arising out of his separation from the Corporation; and
- In the same manner as other directors, officers and employees, Mr. Kubasik will continue to be entitled to indemnification as a director, officer and employee under the Corporation's Bylaws.

Mr. Kubasik also will receive additional benefits customarily provided to all U.S. employees in connection with their termination of employment, including the eligibility to continue to participate in the Corporation's group medical and dental coverage under the Consolidated Omnibus Budget Reconciliation Act of 1995, as amended, for a period of up to 18 months.

The foregoing summary is qualified in its entirety by the terms and conditions set forth in the Separation Agreement, which are incorporated by reference in this Item 5.02(e). A copy of the Separation Agreement is attached as Exhibit 10.1.

#### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	<u>Description</u>
10.1	Separation Letter Agreement dated as of November 9, 2012
99.1	Press Release of the Corporation dated as of November 9, 2012

#### **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 hereunto duly authorized.

LOCKHEED MARTIN CORPORATION

By: /s/ Marian S. Block

Marian S. Block

Vice President & Associate General Counsel

November 9, 2012

#### **Exhibit Index**

Exhibit No. Description

10.1 Separation Letter Agreement dated as of November 9, 2012

99.1 Press Release of the Corporation dated as of November 9, 2012

Christopher E. Kubasik 6801 Rockledge Drive Bethesda, MD 20817

Re: Separation Letter Agreement

Dear Chris:

This Letter Agreement will confirm our agreement regarding the separation of your employment with Lockheed Martin Corporation ("Lockheed Martin" or "the Corporation"). We have agreed as follows:

**1.** <u>Separation from Employment:</u> You will resign as an employee of the Corporation effective November 9, 2012 (the "Separation Date"). You understand that your resignation from the Corporation is in lieu of termination. Additionally, on the Separation Date you also will resign from any officer or director positions you hold with the Corporation and any of its subsidiaries or affiliates. You also agree to resign, effective as of the Separation Date, from any officer or director positions which you hold with any organization in which your service to that organization is because of your position with the Corporation.

#### 2. Separation Payment:

- (a) In consideration for your obligations under this Letter Agreement, subject to the other provisions of this Letter Agreement, you shall receive a payment in the total gross amount of \$3,000,000, subject to all appropriate withholdings (the "Separation Payment"). Provided you execute and do not revoke this Letter Agreement and the Release and Waiver of Claims attached as Appendix A to this Letter Agreement, the Separation Payment will be paid seven (7) days after the expiration of the Revocation Period defined below. The Separation Payment shall constitute full satisfaction of any separation obligation to you.
- (b) In consideration for your obligations under this Letter Agreement and subject to the other provisions of this Letter Agreement, you shall receive a lump sum payment of \$500,000, minus applicable withholding taxes as consideration for your release and waiver of claims as set forth in the Release and Waiver of Claims attached as Appendix A to this Letter Agreement. Provided that you execute and do not revoke this Letter Agreement and the Release and Waiver of Claims attached as Appendix A, the Corporation shall issue this payment seven (7) days after the expiration of the Revocation Period defined below.

- 3. <u>Accrued Vacation and Benefits</u>: On the next payroll date after the Separation Date, you will receive payment for any earned, accrued and unused vacation through the Separation Date. Your eligibility to participate in the Corporation's employee benefit plans will end on the Separation Date.
- **4.** Equity and Incentive Plans: In consideration for your obligations under this Letter Agreement and subject to the other provisions of this Letter Agreement, your rights with respect to any stock-option grants and RSUs, any awards under or related to the LTIP and MICP, and any other equity-based awards that you hold will be as specified in the agreements governing those grants or awards for resignations. You will not be eligible for a bonus under the MICP in January 2013 based on service in 2012.
- 5. <u>Withholding</u>: Notwithstanding any other provision of this Letter Agreement, the Corporation may, to the extent permitted by law, withhold applicable federal, state and local income and other taxes from any payments due to you hereunder.
- **6.** <u>Indemnification</u>: The Corporation will continue to indemnify you as an employee, officer and director of the Corporation on the terms and subject to the conditions set forth in Article VI of the Corporation's Bylaws, and as provided at law. Further, the Corporation will cause you to remain insured under any applicable Director and Officer insurance policy in effect on or prior to your Separation Date pertaining to your employment with and/or service as an officer, director, or employee of the Corporation.
- 7. <u>Post-Employment Restrictions</u>; <u>Entire Agreement</u>: This Letter Agreement and its Appendix constitute the entire agreement between the parties on the subject of payments and benefits due to you upon your separation from service with the Corporation and post-employment termination and benefits; and, except as expressly provided herein, supersedes all other prior agreements concerning the terms of any and all payments and benefits to which you may be entitled upon termination of employment, *except that* the rights and obligations set forth in the Post Employment Competition Agreements ("PECA") attached as Exhibit A to the Award Agreements with respective Award Dates of January 30, 2012, January 30, 2011, January 31, 2011, February 1, 2010, January 26, 2009, and January 28, 2008 shall continue to apply and are hereby made a part of this Letter Agreement by reference. Further, as set forth in Sections 3 and 4 of the PECA, nothing in this Letter Agreement shall be construed to limit or restrict the Corporation from enforcing its rights and seeking remedies for a breach of the PECAs.

Additionally, notwithstanding any provision in this Letter Agreement to the contrary, all payments hereunder are expressly made contingent on your compliance in all respects with all of the terms and conditions of the PECAs. If you violate any of the terms of the PECAs, the Corporation shall have the right to terminate your Separation Payment and you will be obligated to compensate the Corporation for all amounts received under Section 2(a) of this Letter Agreement prior to the breach of the PECAs.

**8.** <u>Non-Compete</u>: By signing below, you acknowledge and reaffirm that you have a continuing obligation to comply with the clause regarding non-competition as set forth in Section 1(a) of the PECA.

- **9.** <u>Non-Solicit</u>: By signing below, you acknowledge and reaffirm that you have a continuing obligation to comply with the clause regarding non-solicitation as set forth in Section 1(b) of the PECA.
- **10**. **Protecting Proprietary Information:** By signing below, you acknowledge and reaffirm that you have a continuing obligation to comply with the clause regarding the protection of the Corporation's Proprietary Information as set forth in Section 1(c) of the PECA.
- 11. Non-disparagement: By signing below, you acknowledge and reaffirm that you have a continuing obligation to comply with the non-disparagement clause found in Section 1(d) of the PECA.
- **12.** <u>Agreement and Obligation to Cooperate</u>: By signing below, you acknowledge and reaffirm that you have a continuing obligation to comply with the Cooperation in Litigation and Investigations clause found in Section 1(e) of the PECA, including any debriefing related to your security clearances.

#### 13. Return of Lockheed Property; Return of Personal Files and Property:

- (a) On or before a date to be mutually agreed upon by the parties, you will to return to the Corporation all originals and copies of all files, books, manuals, records, lists, printouts, software and any other documents, materials and information of the Corporation, including without limitation any documents or other information prepared by you, or on your behalf or provided to you in connection with your duties while employed by the Corporation, regardless of the form in which such documents or information are maintained or stored, including computer, typed, written, electronic, digital, audio, video, micro-fiche, imaged, drawn or any other means of recording or storing documents or other information, as well as all property of the Corporation in your possession, including but not limited to all keys, identification badge, parking tag, cellular telephone, credit cards, computer, computer peripheral devices and carrying case, remote access token, Blackberry, Skypoint hardware and other security equipment, and all other equipment of any kind. You do not need to return the security cameras installed in your homes. You further represent that if any information of the Corporation is stored on any computer or other digital or electronic device to which you have access outside of the Corporation's offices that you have or will arrange with the Corporation to verify that such information has been permanently removed. You also represent that you have not transferred without authority any Proprietary Information of the Corporation to any third party.
- (b) On or before a date to be mutually agreed upon by the parties, the Corporation will arrange for you to access your office during non-working hours in order to review and identify any personal property and files remaining on the Corporation's premises. The company will thereafter arrange with you to transport any art, furniture and personal property from the Corporation's premises to a location of your choice. You will be permitted to make copies of any personal files including, but not limited to, your personal calendar, contacts, personnel files, health and insurance files, and personal correspondence.

- **14.** <u>**References:**</u> In response to inquiries for job references, the Corporation will respond by referring the inquirer to Al Miller, Vice President of Human Resources, who will provide only the dates of your employment and your titles.
  - 15. <u>Unemployment Insurance</u>: The Corporation agrees that it will not oppose any claim by you for unemployment insurance benefits.
- **16.** <u>Nonadmission of Violation of Law</u>: By entering into this Agreement, neither you nor the Corporation or any of the Corporation's parents, subsidiaries, affiliates, officers, directors, employees and/or agents admit any violation of law.
- 17. Notice: Any notice or other communications given hereunder by either party will, in every case, be in writing and will be deemed properly served if (a) delivered personally, (b) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (c) delivered to a nationally recognized overnight courier service or (d) sent by facsimile or other means of electronic transmission to the other party at the following addresses: (1) if to the Corporation; c/o General Counsel, and (2) if to you; to your attention at the most recent home address in the company's files.
- 18. Deferred Compensation Tax Rules: In the event that it is reasonably determined that, as a result of the deferred compensation tax rules under Section 409A of the Internal Revenue Code of 1986, as amended (and any related regulations or other pronouncements there under)("the Deferred Compensation Tax Rules"), any of the payments or benefits that you are entitled to under the terms of this Letter Agreement or any other nonqualified deferred compensation plan or arrangement maintained by the Corporation in which you participate, may not be made at the time contemplated by the terms hereof or thereof, as the case may be, without causing you to be subject to tax under the Deferred Compensation Tax Rules, the Corporation shall, in lieu of providing such payment or benefit when otherwise due under this Letter Agreement or any other nonqualified deferred compensation plan or arrangement maintained by the Corporation in which you participate, instead provide such payment or benefit on the first day on which such provision would not result in you incurring any tax liability under the Deferred Compensation Tax Rules. In the event that any payments or benefits that the Corporation would otherwise be required to provide under this Letter Agreement or any other nonqualified deferred compensation plan or arrangement maintained by the Corporation in which you participate cannot be provided in the manner contemplated herein without subjecting you to tax under Deferred Tax Rules, the Corporation shall provide such intended payments or benefits to you in an alternative manner that conveys an equivalent economic benefit to you as soon as practicable as may otherwise be permitted under the Deferred Compensation Tax Rules.
- 19. <u>No Mitigation; No Offset</u>: You shall have no duty to mitigate or to seek or accept employment or work elsewhere following the Separation Date. If you do become employed or engaged elsewhere, the payments and benefits set forth in this Letter Agreement shall continue and shall not be offset or reduced by any compensation or benefits you may receive from such other source, subject only to the requirements of the PECA, which is

incorporated herein. Pursuant to its policies regarding reimbursement of expenses, the Corporation will reimburse you for any outstanding business and personal expenses you incurred in providing service to the Corporation. You agree that the Corporation can reduce the separation payment under Section 2(a) by the amount of any outstanding expenses paid or insured by the Corporation that are reimbursable by you pursuant to the Corporation's policies.

- **20.** <u>Applicable Law; Applicable Forum:</u> This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles thereof. The parties to this Letter Agreement agree to subject themselves to the venue and jurisdiction of the state and federal courts in Maryland with respect to any dispute arising under this Letter Agreement and further waive their right to a trial by jury
- 21. <u>Amendment</u>: This Letter Agreement may only be amended or modified by a written agreement executed by you and the Corporation (or any successor).
  - 22. Place of Payment: All payments to you hereunder shall be made by direct deposit to the account that you have on file with the Corporation.
- 23. <u>Counterparts</u>: This Letter Agreement may be executed in one or more counterparts including by PDF or other electronic methods, which shall, collectively or separately, constitute one agreement.
- **24.** <u>Captions</u>: The captions and section numbers in this Letter Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 25. Severability: The parties to this Letter Agreement agree, covenant and represent that each and every provision of this Letter Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the parties further agree, covenant and represent that each and every provision of this Letter Agreement shall be considered severable, except for the release provisions in Appendix A to this Letter Agreement. If a court of competent jurisdiction finds the release provisions of Appendix A are unenforceable or invalid and a claim that would otherwise be barred by Appendix A is pursued by, or on behalf of Mr. Kubasik, then this Letter Agreement shall become null and void, and he shall repay any and all payments paid by the Corporation under Section 2 of this Letter Agreement and Release and Waiver of Claims within a reasonable period of time not to exceed 15 days. If a court of competent jurisdiction finds any provision other than the release provisions of Appendix A, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in force and effect to the extent allowed by law, and all of the remaining provisions of this Letter Agreement shall remain in full force and effect and enforceable.

Please return a signed copy of this Letter Agreement signifying your understanding and acceptance of the terms and conditions contained herein to me by no later
than November 9, 2012.

Sincerely,

By: /s/ Robert J. Stevens

Lockheed Martin Corporation

The foregoing has been read and accepted as a binding agreement between Lockheed Martin Corporation and the undersigned this 9th day of November 2012.

/s/ Christopher E. Kubasik Christopher E. Kubasik

#### <u>APPENDIX A</u> Release and Waiver of Claims

A. In consideration for the payments provided for under the Letter Agreement between me, Christopher E. Kubasik, and Lockheed Martin Corporation ("the Corporation" or "Lockheed") dated November 9, 2012 (the "Letter Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree on behalf of myself, my spouse, agents, assignees, attorneys, successors, assigns, heirs and executors, to fully and completely release the Corporation, its successors, predecessors, subsidiaries, affiliates, and related companies and all of their respective past and/or present officers, directors, partners, members, managing members, managers, employees, agents, representatives, administrators, attorneys, insurers and fiduciaries in their individual and/or representative capacities (hereinafter collectively referred to as the "Releasees"), from any and all causes of action and claims whatsoever, which I or my heirs, executors, administrators, successors and assigns ever had, now have or may have against the Releasees or any of them, in law, admiralty or equity, whether known or unknown to me, for, upon, or by reason of, any matter, action, omission, course or thing in connection with or in relationship to: (a) my employment or other service relationship with the Corporation; (b) the termination of any such employment or service relationship; and (c) any applicable employment, benefit, compensatory or equity arrangement, including but not limited to, the Severance Benefit Plan for Certain Management Employees, with the Corporation occurring or existing up to the Effective Date of Separation (such released claims are collectively referred to herein as the "Released Claims").

B. The Released Claims include claims: (a) arising out of or related to violations of any federal or state employment discrimination laws, including but not limited to, the Maryland Fair Employment Practices Act, Chapter 27, Montgomery County Code, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Older Worker Benefit Protection Act, the Family Medical Leave Act of 1993; (b) arising out of or in any way related to any common law contract or tort claims now or hereafter recognized; (c) any legally waivable whistleblower claims; (d) claims arising out of or in any way related to any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the Effective Date of the Agreement; and (e) any right to benefit from, profit from, voluntarily participate in, help or assist, either directly or indirectly, accept any relief in, or assign any right to any False Claims Act or qui tam lawsuit relating to my employment with the Corporation. I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of the Letter Agreement and which, if known or suspected at the time of executing the Letter Agreement, may have materially affected the execution of the Letter Agreement. Nevertheless, I hereby waive any right, claim, or cause of action that might arise as a result of such different or additional claims or facts. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative hereto. I acknowledge that I have received or have had the opportunity to receive independent legal advice from my attorneys regarding the waiver, and I hereby assume full responsibility for any damages, loss or liability, which I may incur by reason of such waiver. Additionally, I agree that if any person, organization or other entity on my behalf permits to be filed any action for personal relief (including action for damages, injunctive, declaratory, monetary or other relief) against any of the Releasees involving any matter covered by this release, I will not accept personal relief in any such action.

- C. Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver of any claim to vested benefits, workers' compensation, unemployment benefits, or any claim I may have to challenge the knowing and voluntary nature of this Agreement under the Older Workers Benefit Protection Act ("OWBPA"). Further, the Released Claims do not include any right I have to indemnification or insurance as provided for in Section 6 of the Letter Agreement.
- D. I expressly understand and agree that the obligations of the Corporation as set forth in the Letter Agreement are in lieu of any and all other amounts which I might be, are now, or may become, entitled to receive from the Corporation upon any claim released herein.
- E. I represent that I have read carefully and fully understand the terms of this Release and Waiver of Claims and that I have been advised by this writing to consult with an attorney and further have had the opportunity to consult with an attorney prior to signing this Release. I further acknowledge that I fully understand the Release that I am signing. I acknowledge that I am signing this release voluntarily and knowingly and that I have not relied on any representations, promises or agreements of any kind made to me in connection with my decision to accept the terms of this Release, other than those set forth in this Release. I also acknowledge that I have voluntarily decided to waive my right to be given at least twenty-one (21) days to consider whether I want to sign this Release.
- F. I acknowledge that the federal Age Discrimination in Employment Act gives me the right to revoke this Release within seven (7) days after it is signed by me. I further acknowledge that I will not receive any payment or benefits due to me under the Letter Agreement before the seven (7) day revocation period under the Age Discrimination in Employment Act (the "Revocation Period") has passed and then, only if I have not revoked this Release.

This Release shall take effect on the first business day following the expiration of the Revocation Period, provided this Release has not been revoked by me as provided above during such Revocation Period.

/s/ Christopher E. Kubasik

Christopher E. Kubasik

DATED: November 9, 2012

# LOCKHEED MARTIN BOARD ELECTS MARILLYN HEWSON CEO & PRESIDENT AND MEMBER OF THE BOARD

Christopher Kubasik Resigns

BETHESDA, Md., Nov. 9, 2012 – Lockheed Martin [NYSE:LMT] announced today that its board of directors asked for and received the resignation of Christopher E. Kubasik, 51, from his role as vice chairman, president and chief operating officer (COO), effective immediately. The board also elected Marillyn A. Hewson, 58, president and COO, and a director effective immediately, and chief executive officer (CEO) and president effective January 1, 2013. Hewson will also retain her role as executive vice president of Electronic Systems business area until the end of this year.

Kubasik, previously slated to become CEO in January, resigned after an ethics investigation confirmed that he had a close personal relationship with a subordinate employee. His actions violated the company's Code of Ethics and Business Conduct, but did not affect the company's operational or financial performance.

"While I am deeply disappointed and saddened by Chris' actions, which have been inconsistent with our values and standards, our swift response to his improper conduct demonstrates our unyielding commitment to holding every employee accountable for their actions," said Robert J. Stevens, chairman and CEO. "Fortunately, we have a strong leadership team and a robust succession plan that allowed the board and me to react quickly and appropriately to this situation. Marillyn is an exceptional leader with impeccable credentials and deep knowledge of our business, customers, shareholders and employees."

The board also elected Stevens Executive Chairman effective January 1. In that role he will work with Marillyn to facilitate a smooth CEO transition.

"As Board Executive Chairman," Stevens continued, "I will remain very active and involved in our company's work, playing any role that would be of value, and I will do this throughout 2013."

Douglas H. McCorkindale, Lockheed Martin's independent lead director said, "Upholding the highest ethical standards is embedded in the fabric of the Lockheed Martin character and is the foundation of the decisive action we took in the face of a very challenging situation. Marillyn is a strong leader with a record of delivering impressive results. She has the full support of the board as she assumes her responsibilities as our next CEO."

Hewson joined Lockheed Martin in 1983, has served as executive vice president of the Electronic Systems business area since January 2010, and was named President and COO-elect by the board in April 2012. She earned her bachelor's degree in business administration and a master's degree in economics from The University of Alabama. She also attended the Columbia

Business School and Harvard Business School executive development programs. She chairs the Sandia Corporation board of directors and she serves on the board of DuPont. Hewson is a member of the Association of the United States Army Council of Trustees and the University of Alabama's Culverhouse College of Commerce and Business Administration Board of Visitors.

Headquartered in Bethesda, Md., Lockheed Martin is a global security and aerospace company that employs about 120,000 people worldwide and is principally engaged in the research, design, development, manufacture, integration and sustainment of advanced technology systems, products and services. The corporation's net sales for 2011 were \$46.5 billion.

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www.lockheedmartin.com

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