
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 26, 2023

or

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

For the transition period from _____ to _____

Commission file number: 1-11437

LOCKHEED MARTIN CORPORATION

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation or organization)

52-1893632

(I.R.S. Employer Identification No.)

6801 Rockledge Drive, Bethesda, Maryland

(Address of principal executive offices)

20817

(Zip Code)

(301) 897-6000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$1 par value	LMT	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

There were 253,252,553 shares of our common stock, \$1 par value per share, outstanding as of April 14, 2023.

Lockheed Martin Corporation
Form 10-Q
For the Quarterly Period Ended March 26, 2023
Table of Contents

	<u>Page</u>
<u>PART I. FINANCIAL INFORMATION</u>	
ITEM 1. Financial Statements (Unaudited)	
Consolidated Statements of Earnings for the Quarters Ended March 26, 2023 and March 27, 2022	3
Consolidated Statements of Comprehensive Income for the Quarters Ended March 26, 2023 and March 27, 2022	4
Consolidated Balance Sheets as of March 26, 2023 and December 31, 2022	5
Consolidated Statements of Cash Flows for the Quarters Ended March 26, 2023 and March 27, 2022	6
Consolidated Statements of Equity for the Quarters Ended March 26, 2023 and March 27, 2022	7
Notes to Consolidated Financial Statements	8
Report of Independent Registered Public Accounting Firm	22
ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	23
ITEM 3. Quantitative and Qualitative Disclosures About Market Risk	37
ITEM 4. Controls and Procedures	37
<u>PART II. OTHER INFORMATION</u>	
ITEM 1. Legal Proceedings	39
ITEM 1A. Risk Factors	39
ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds	40
ITEM 6. Exhibits	41
<u>SIGNATURE</u>	42

PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

Lockheed Martin Corporation
Consolidated Statements of Earnings
(unaudited; in millions, except per share data)

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales		
Products	\$ 12,526	\$ 12,494
Services	2,600	2,470
Total net sales	15,126	14,964
Cost of sales		
Products	(11,151)	(11,107)
Services	(2,284)	(2,167)
Other unallocated, net	355	219
Total cost of sales	(13,080)	(13,055)
Gross profit	2,046	1,909
Other (expense) income, net	(9)	24
Operating profit	2,037	1,933
Interest expense	(202)	(135)
Non-service FAS pension income	110	140
Other non-operating income, net	49	123
Earnings before income taxes	1,994	2,061
Income tax expense	(305)	(328)
Net earnings	\$ 1,689	\$ 1,733
Earnings per common share		
Basic	\$ 6.63	\$ 6.46
Diluted	\$ 6.61	\$ 6.44
Cash dividends paid per common share	\$ 3.00	\$ 2.80

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Lockheed Martin Corporation
Consolidated Statements of Comprehensive Income
(unaudited; in millions)

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net earnings	\$ 1,689	\$ 1,733
Other comprehensive income, net of tax		
Postretirement benefit plans		
Amortization of actuarial losses and prior service credits, net of tax of \$10 million in 2023 and \$13 million in 2022	(37)	48
Other, net, net of tax of \$4 million in 2023 and \$1 million in 2022	(26)	(21)
Other comprehensive (loss) income, net of tax	(63)	27
Comprehensive income	\$ 1,626	\$ 1,760

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Lockheed Martin Corporation
Consolidated Balance Sheets
(in millions, except par value)

	March 26, 2023	December 31, 2022
	(unaudited)	
Assets		
Current assets		
Cash and cash equivalents	\$ 2,440	\$ 2,547
Receivables, net	2,583	2,505
Contract assets	13,189	12,318
Inventories	3,471	3,088
Other current assets	461	533
Total current assets	22,144	20,991
Property, plant and equipment, net	7,938	7,975
Goodwill	10,776	10,780
Intangible assets, net	2,397	2,459
Deferred income taxes	4,175	3,744
Other noncurrent assets	7,192	6,931
Total assets	\$ 54,622	\$ 52,880
Liabilities and equity		
Current liabilities		
Accounts payable	\$ 3,271	\$ 2,117
Salaries, benefits and payroll taxes	2,634	3,075
Contract liabilities	8,336	8,488
Current maturities of long-term debt	115	118
Other current liabilities	2,626	2,089
Total current liabilities	16,982	15,887
Long-term debt, net	15,485	15,429
Accrued pension liabilities	5,422	5,472
Other noncurrent liabilities	7,087	6,826
Total liabilities	44,976	43,614
Stockholders' equity		
Common stock, \$1 par value per share	254	254
Additional paid-in capital	—	92
Retained earnings	17,478	16,943
Accumulated other comprehensive loss	(8,086)	(8,023)
Total stockholders' equity	9,646	9,266
Total liabilities and equity	\$ 54,622	\$ 52,880

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Lockheed Martin Corporation
Consolidated Statements of Cash Flows
(unaudited; in millions)

	Quarters Ended	
	March 26, 2023	March 27, 2022
Operating activities		
Net earnings	\$ 1,689	\$ 1,733
Adjustments to reconcile net earnings to net cash provided by operating activities		
Depreciation and amortization	325	329
Stock-based compensation	57	54
Deferred income taxes	(117)	(31)
Changes in assets and liabilities		
Receivables, net	(78)	(564)
Contract assets	(871)	(1,551)
Inventories	(383)	(163)
Accounts payable	1,217	1,829
Contract liabilities	(152)	(205)
Income taxes	414	317
Qualified defined benefit pension plans	(94)	(116)
Other, net	(443)	(222)
Net cash provided by operating activities	1,564	1,410
Investing activities		
Capital expenditures	(294)	(268)
Other, net	35	17
Net cash used for investing activities	(259)	(251)
Financing activities		
Repurchases of common stock	(500)	(2,000)
Dividends paid	(784)	(767)
Other, net	(128)	(113)
Net cash used for financing activities	(1,412)	(2,880)
Net change in cash and cash equivalents	(107)	(1,721)
Cash and cash equivalents at beginning of period	2,547	3,604
Cash and cash equivalents at end of period	\$ 2,440	\$ 1,883

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Lockheed Martin Corporation
Consolidated Statements of Equity
(unaudited; in millions)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
Balance at December 31, 2022	\$ 254	\$ 92	\$ 16,943	\$ (8,023)	\$ 9,266
Net earnings	—	—	1,689	—	1,689
Other comprehensive income, net of tax	—	—	—	(63)	(63)
Dividends declared	—	—	(768)	—	(768)
Repurchases of common stock	(1)	(113)	(386)	—	(500)
Stock-based awards, ESOP activity and other	1	21	—	—	22
Balance at March 26, 2023	\$ 254	\$ —	\$ 17,478	\$ (8,086)	\$ 9,646
Balance at December 31, 2021	\$ 271	\$ 94	\$ 21,600	\$ (11,006)	\$ 10,959
Net earnings	—	—	1,733	—	1,733
Other comprehensive income, net of tax	—	—	—	27	27
Dividends declared	—	—	(749)	—	(749)
Repurchases of common stock	(6)	(126)	(1,868)	—	(2,000)
Stock-based awards, ESOP activity and other	—	32	—	—	32
Balance at March 27, 2022	\$ 265	\$ —	\$ 20,716	\$ (10,979)	\$ 10,002

The accompanying notes are an integral part of these unaudited consolidated financial statements.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited)

NOTE 1 - BASIS OF PRESENTATION

We prepared these consolidated financial statements in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information, the instructions to Form 10-Q and Article 10 of U.S. Securities and Exchange Commission (SEC) Regulation S-X. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements.

In the opinion of management, these consolidated financial statements reflect all adjustments that are of a normal recurring nature necessary for a fair presentation of our results of operations, financial condition, and cash flows for the interim periods presented. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base these estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying amounts of assets and liabilities that are not readily apparent from other sources. Our actual results may differ materially from these estimates. Significant estimates inherent in the preparation of our consolidated financial statements include, but are not limited to, accounting for sales and cost recognition; postretirement benefit plans; environmental liabilities and assets for the portion of environmental costs that are probable of future recovery; evaluation of goodwill, intangible assets, investments and other assets for impairment; income taxes including deferred tax assets; fair value measurements; and contingencies. The consolidated financial statements include the accounts of subsidiaries we control and variable interest entities if we are the primary beneficiary. We eliminate intercompany balances and transactions in consolidation.

Effective January 1, 2023, we no longer consider amortization expense related to purchased intangible assets when evaluating the operating performance of our business segments. As a result, intangible asset amortization expense, which was previously included in segment operating profit, is now reported in unallocated corporate expense within total consolidated operating profit. This change has no impact on our consolidated operating results. Management believes this updated presentation better aligns with how the business is viewed and managed and will provide better insights into business segment performance. This change has been applied to the amounts in this Form 10-Q, including amounts for 2022. See "Note 3 - Information on Business Segments" for further information regarding the impact of this change on our current and prior period segment operating profit.

Additionally, during the third quarter of 2022, we changed the presentation of deferred income taxes related to uncertain tax positions in the operating cash flow section of the consolidated statements of cash flows. First quarter of 2022 amounts have been conformed to current period presentation and this change does not impact previously reported net cash from operating activities.

We close our books and records on the last Sunday of the interim calendar quarter, which was on March 26, for the first quarter of 2023 and March 27, for the first quarter of 2022, to align our financial closing with our business processes. The consolidated financial statements and tables of financial information included herein are labeled based on that convention. This practice only affects interim periods as our fiscal year ends on December 31.

The results of operations for the interim periods presented are not necessarily indicative of results to be expected for the full year or future periods. Unless otherwise noted, we present all per share amounts cited in these consolidated financial statements on a "per diluted share" basis. These consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2022 (2022 Form 10-K).

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

NOTE 2 - EARNINGS PER COMMON SHARE

The weighted average number of shares outstanding used to compute earnings per common share were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Weighted average common shares outstanding for basic computations	254.7	268.3
Weighted average dilutive effect of equity awards	1.0	0.9
Weighted average common shares outstanding for diluted computations	255.7	269.2

We compute basic and diluted earnings per common share by dividing net earnings by the respective weighted average number of common shares outstanding for the periods presented. Our calculation of diluted earnings per common share also includes the dilutive effects for the assumed vesting of outstanding restricted stock units (RSUs) and performance stock units (PSUs) based on the treasury stock method. There were no significant anti-dilutive equity awards during the quarters ended March 26, 2023 and March 27, 2022. Basic and diluted weighted average common shares outstanding decreased in 2023 compared to 2022 due to share repurchases. See "Note 9 - Stockholders' Equity" for more information.

NOTE 3 - INFORMATION ON BUSINESS SEGMENTS**Overview**

We operate in four business segments: Aeronautics, Missiles and Fire Control (MFC), Rotary and Mission Systems (RMS) and Space. We organize our business segments based on the nature of products and services offered.

Selected Financial Data by Business Segment

Net sales and operating profit of our business segments exclude intersegment sales, cost of sales, and profit as these activities are eliminated in consolidation and thus are not included in management's evaluation of performance of each segment. Business segment operating profit includes our share of earnings or losses from equity method investees as the operating activities of the equity method investees are closely aligned with the operations of our business segments.

Summary Operating Results

As discussed in "Note 1 - Basis of Presentation", effective January 1, 2023, we no longer consider amortization expense related to purchased intangible assets when evaluating the operating performance of our business segments. As a result, intangible asset amortization expense, which was previously included in segment operating profit, is now reported in unallocated items within total consolidated operating profit.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

This change has been applied to the amounts below, including the amounts for 2022. Sales and operating profit for each of our business segments were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales		
Aeronautics	\$ 6,269	\$ 6,401
Missiles and Fire Control	2,388	2,452
Rotary and Mission Systems	3,510	3,552
Space	2,959	2,559
Total net sales	\$ 15,126	\$ 14,964
Operating profit		
Aeronautics	\$ 675	\$ 679
Missiles and Fire Control	377	385
Rotary and Mission Systems	350	406
Space	280	248
Total business segment operating profit	1,682	1,718
Unallocated items		
FAS/CAS pension operating adjustment	415	426
Intangible asset amortization expense	(62)	(62)
Other, net	2	(149)
Total unallocated items	355	215
Total consolidated operating profit	\$ 2,037	\$ 1,933
Intersegment sales		
Aeronautics	\$ 53	\$ 60
Missiles and Fire Control	146	156
Rotary and Mission Systems	489	455
Space	86	83
Total intersegment sales	\$ 774	\$ 754

Unallocated Items

Business segment operating profit excludes the FAS/CAS pension operating adjustment, a portion of corporate costs not considered allowable or allocable to contracts with the U.S. Government under the applicable U.S. Government cost accounting standards (CAS) or federal acquisition regulations (FAR), and other items not considered part of management's evaluation of segment operating performance such as a portion of management and administration costs, legal fees and settlements, environmental costs, stock-based compensation expense, changes in the fair value of net assets and liabilities for deferred compensation plans, retiree benefits, significant severance charges, significant asset impairments, gains or losses from divestitures, intangible asset amortization expense, and other miscellaneous corporate activities. Excluded items are included in the reconciling item "Unallocated items" between operating profit from our business segments and our consolidated operating profit. See "Note 10 - Other" for a discussion related to certain factors that may impact the comparability of net sales and operating profit of our business segments.

FAS/CAS Pension Operating Adjustment

Our business segments' results of operations include pension expense only as calculated under U.S. Government Cost Accounting Standards (CAS), which we refer to as CAS pension cost. We recover CAS pension and other postretirement benefit plan cost through the pricing of our products and services on U.S. Government contracts and, therefore, recognize CAS pension cost in each of our business segment's net sales and cost of sales. Our consolidated financial statements must present pension and other postretirement benefit plan income calculated in accordance with Financial Accounting Standards (FAS) requirements under U.S. GAAP. The operating portion of the total FAS/CAS pension adjustment represents the difference between the service cost component of FAS pension income and total CAS pension cost. As a result, to the extent that CAS pension cost exceeds the service cost component of FAS pension income, we have a favorable FAS/CAS pension operating adjustment.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

Disaggregation of Net Sales

Net sales by products and services, contract type, customer, and geographic region were as follows (in millions):

	Quarter Ended March 26, 2023				
	Aeronautics	MFC	RMS	Space	Total
Net sales					
Products	\$ 5,156	\$ 2,089	\$ 2,792	\$ 2,489	\$ 12,526
Services	1,113	299	718	470	2,600
Total net sales	\$ 6,269	\$ 2,388	\$ 3,510	\$ 2,959	\$ 15,126
Net sales by contract type					
Fixed-price	\$ 4,312	\$ 1,618	\$ 2,208	\$ 764	\$ 8,902
Cost-reimbursable	1,957	770	1,302	2,195	6,224
Total net sales	\$ 6,269	\$ 2,388	\$ 3,510	\$ 2,959	\$ 15,126
Net sales by customer					
U.S. Government	\$ 4,117	\$ 1,581	\$ 2,423	\$ 2,908	\$ 11,029
International ^(a)	2,114	805	1,020	45	3,984
U.S. commercial and other	38	2	67	6	113
Total net sales	\$ 6,269	\$ 2,388	\$ 3,510	\$ 2,959	\$ 15,126
Net sales by geographic region					
United States	\$ 4,155	\$ 1,583	\$ 2,490	\$ 2,914	\$ 11,142
Europe	1,130	211	225	23	1,589
Asia Pacific	675	102	438	22	1,237
Middle East	225	455	186	—	866
Other	84	37	171	—	292
Total net sales	\$ 6,269	\$ 2,388	\$ 3,510	\$ 2,959	\$ 15,126

	Quarter Ended March 27, 2022				
	Aeronautics	MFC	RMS	Space	Total
Net sales					
Products	\$ 5,417	\$ 2,173	\$ 2,788	\$ 2,116	\$ 12,494
Services	984	279	764	443	2,470
Total net sales	\$ 6,401	\$ 2,452	\$ 3,552	\$ 2,559	\$ 14,964
Net sales by contract type					
Fixed-price	\$ 4,686	\$ 1,713	\$ 2,218	\$ 637	\$ 9,254
Cost-reimbursable	1,715	739	1,334	1,922	5,710
Total net sales	\$ 6,401	\$ 2,452	\$ 3,552	\$ 2,559	\$ 14,964
Net sales by customer					
U.S. Government	\$ 4,213	\$ 1,595	\$ 2,511	\$ 2,516	\$ 10,835
International ^(a)	2,150	852	971	34	4,007
U.S. commercial and other	38	5	70	9	122
Total net sales	\$ 6,401	\$ 2,452	\$ 3,552	\$ 2,559	\$ 14,964
Net sales by geographic region					
United States	\$ 4,251	\$ 1,600	\$ 2,581	\$ 2,525	\$ 10,957
Europe	1,023	256	187	24	1,490
Asia Pacific	721	106	432	7	1,266
Middle East	262	465	176	3	906
Other	144	25	176	—	345
Total net sales	\$ 6,401	\$ 2,452	\$ 3,552	\$ 2,559	\$ 14,964

^(a) International sales include foreign military sales (FMS) contracted through the U.S. Government and direct commercial sales to international governments and other international customers.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

Our Aeronautics business segment includes our largest program, the F-35 Lightning II, an international multi-role, multi-variant, stealth fighter aircraft. Net sales for the F-35 program represented approximately 26% of our total consolidated net sales for the quarter ended March 26, 2023 and 29% of our total consolidated net sales for the quarter ended March 27, 2022.

Assets

Total assets for each of our business segments were as follows (in millions):

	March 26, 2023	December 31, 2022
Assets		
Aeronautics	\$ 13,247	\$ 12,055
Missiles and Fire Control	5,630	5,788
Rotary and Mission Systems	17,923	17,988
Space	6,471	6,351
Total business segment assets	43,271	42,182
Corporate assets ^(a)	11,351	10,698
Total assets	\$ 54,622	\$ 52,880

^(a) Corporate assets primarily include cash and cash equivalents, deferred income taxes, assets for the portion of environmental costs that are probable of future recovery, property, plant and equipment used in our corporate operations, assets held in a trust for deferred compensation plans, and other marketable investments.

NOTE 4 - CONTRACT ASSETS AND LIABILITIES

Contract assets include unbilled amounts typically resulting from sales under contracts when the percentage-of-completion cost-to-cost method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer. Contract liabilities include advance payments and billings in excess of revenue recognized. Contract assets and contract liabilities were as follows (in millions):

	March 26, 2023	December 31, 2022
Contract assets	\$ 13,189	\$ 12,318
Contract liabilities	8,336	8,488

Contract assets increased \$871 million during the quarter ended March 26, 2023, due to the recognition of revenue related to the satisfaction or partial satisfaction of performance obligations during the quarter ended March 26, 2023 for which we have not yet billed our customers (primarily on the F-35 program at Aeronautics). There were no significant credit or impairment losses related to our contract assets during the quarters ended March 26, 2023 and March 27, 2022.

Contract liabilities decreased \$152 million during the quarter ended March 26, 2023, primarily due to revenue recognized in excess of payments received on these performance obligations. During the quarter ended March 26, 2023, we recognized \$2.2 billion of our contract liabilities at December 31, 2022 as revenue. During the quarter ended March 27, 2022, we recognized \$2.1 billion of our contract liabilities at December 31, 2021 as revenue.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

NOTE 5 - INVENTORIES

Inventories consisted of the following (in millions):

	March 26, 2023	December 31, 2022
Materials, spares and supplies	\$ 601	\$ 599
Work-in-process	2,681	2,297
Finished goods	189	192
Total inventories	\$ 3,471	\$ 3,088

Costs incurred to fulfill a contract in advance of the contract being awarded are included in inventories as work-in-process if we determine that those costs relate directly to a contract or to an anticipated contract that we can specifically identify and determine that contract award is probable, the costs generate or enhance resources that will be used in satisfying performance obligations, and the costs are recoverable (referred to as pre-contract costs). Pre-contract costs that are initially capitalized in inventory are generally recognized as cost of sales consistent with the transfer of products and services to the customer upon the receipt of the anticipated contract. All other pre-contract costs, including start-up costs, are expensed as incurred. As of March 26, 2023 and December 31, 2022, \$980 million and \$791 million of pre-contract costs were included in inventories. The increase in pre-contract costs as of March 26, 2023 is primarily driven by our Aeronautics business segment (primarily F-35 program and classified contracts).

NOTE 6 - POSTRETIREMENT BENEFIT PLANS
FAS income

The pretax FAS income related to our qualified defined benefit pension plans and retiree medical and life insurance plans consisted of the following (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Qualified defined benefit pension plans		
Operating:		
Service cost	\$ (16)	\$ (24)
Non-operating:		
Interest cost	(365)	(302)
Expected return on plan assets	430	502
Recognized net actuarial losses	(42)	(150)
Amortization of prior service credits	87	90
Non-service FAS pension income	110	140
Total FAS pension income	\$ 94	\$ 116
Retiree medical and life insurance plans		
Operating:		
Service cost	\$ (1)	\$ (2)
Non-operating:		
Interest cost	(17)	(12)
Expected return on plan assets	26	34
Recognized net actuarial gains	8	11
Amortization of prior service costs	(3)	(7)
Non-service FAS retiree medical and life income	14	26
Total FAS retiree medical and life income	\$ 13	\$ 24

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

We record the service cost component of FAS income for our qualified defined benefit pension plans and retiree medical and life insurance plans in the cost of sales accounts; the non-service components of our FAS income for our qualified defined benefit pension plans in the non-service FAS pension income account; and the non-service components of our FAS income for our retiree medical and life insurance plans as part of the other non-operating income, net account on our consolidated statements of earnings.

The recognized net actuarial losses or gains and amortization of prior service credits or costs in the table above, along with similar costs related to our other postretirement benefit plans (\$3 million for the quarter ended March 26, 2023 and \$5 million for the quarter ended March 27, 2022) were reclassified from accumulated other comprehensive loss (AOCL) and recorded as a component of FAS income for the periods presented. These costs totaled \$(47) million (\$(37) million, net of tax) during the quarter ended March 26, 2023, and \$61 million (\$48 million, net of tax) during the quarter ended March 27, 2022.

Funding requirements

The required funding of our qualified defined benefit pension plans is determined in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), as amended, along with consideration of CAS and Internal Revenue Code rules. We made no contributions to our qualified defined benefit pension plans during the quarters ended March 26, 2023 and March 27, 2022.

NOTE 7 - LEGAL PROCEEDINGS AND CONTINGENCIES

Legal Proceedings

We are a party to litigation and other proceedings that arise in the ordinary course of our business, including matters arising under provisions relating to the protection of the environment, and are subject to contingencies related to certain businesses we previously owned. These types of matters could result in fines, penalties, cost reimbursements or contributions, compensatory or treble damages or non-monetary sanctions or relief. We believe the probability is remote that the outcome of each of these matters, including the legal proceedings described below, will have a material adverse effect on the company as a whole, notwithstanding that the unfavorable resolution of any matter may have a material effect on our net earnings and cash flows in any particular interim reporting period. Among the factors that we consider in this assessment are the nature of existing legal proceedings and claims, the asserted or possible damages or loss contingency (if estimable), the progress of the case, existing law and precedent, the opinions or views of legal counsel and other advisers, our experience in similar cases and the experience of other companies, the facts available to us at the time of assessment and how we intend to respond to the proceeding or claim. Our assessment of these factors may change over time as individual proceedings or claims progress.

Although we cannot predict the outcome of legal or other proceedings with certainty, where there is at least a reasonable possibility that a loss may have been incurred, GAAP requires us to disclose an estimate of the reasonably possible loss or range of loss or make a statement that such an estimate cannot be made. We follow a thorough process in which we seek to estimate the reasonably possible loss or range of loss, and only if we are unable to make such an estimate do we conclude and disclose that an estimate cannot be made. Accordingly, unless otherwise indicated below in our discussion of legal proceedings, a reasonably possible loss or range of loss associated with any individual legal proceeding cannot be estimated.

United States of America, ex rel. Patzer; Cimma v. Sikorsky Aircraft Corp., et al.

As a result of our acquisition of Sikorsky Aircraft Corporation (Sikorsky), we assumed the defense of and any potential liability for two civil False Claims Act lawsuits pending in the U.S. District Court for the Eastern District of Wisconsin. In October 2014, the U.S. Government filed a complaint in intervention in the first suit, which was brought by qui tam relator Mary Patzer, a former Derco Aerospace (Derco) employee. In May 2017, the U.S. Government filed a complaint in intervention in a second suit, which was brought by qui tam relator Peter Cimma, a former Sikorsky Support Services, Inc. (SSSI) employee. In November 2017, the Court consolidated the cases into a single action for discovery and trial.

The U.S. Government alleges that Sikorsky and two of its wholly-owned subsidiaries, Derco and SSSI, violated the civil False Claims Act and the Truth in Negotiations Act in connection with a contract the U.S. Navy awarded to SSSI in June 2006 to support the Navy's T-34 and T-44 fixed-wing turboprop training aircraft. SSSI subcontracted with Derco,

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

primarily to procure and manage spare parts for the training aircraft. The U.S. Government contends that SSSI overbilled the Navy on the contract as the result of Derco's use of prohibited cost-plus-percentage-of-cost (CPPC) pricing to add profit and overhead costs as a percentage of the price of the spare parts that Derco procured and then sold to SSSI. The U.S. Government also alleges that Derco's claims to SSSI, SSSI's claims to the Navy, and SSSI's yearly Certificates of Final Indirect Costs from 2006 through 2012 were false and that SSSI submitted inaccurate cost or pricing data in violation of the Truth in Negotiations Act for a sole-sourced, follow-on "bridge" contract. The U.S. Government's complaints assert common law claims for breach of contract and unjust enrichment. On November 29, 2021, the District Court granted the U.S. Government's motion for partial summary judgment, finding that the Derco-SSSI agreement was a CPPC contract.

We believe that we have legal and factual defenses to the U.S. Government's remaining claims. The U.S. Government seeks damages of approximately \$52 million, subject to trebling, plus statutory penalties. Although we continue to evaluate our liability and exposure, we do not currently believe that it is probable that we will incur a material loss. If, contrary to our expectations, the U.S. Government prevails on the remaining issues in this matter and proves damages at or near \$52 million and is successful in having such damages trebled, the outcome could have an adverse effect on our results of operations in the period in which a liability is recognized and on our cash flows for the period in which any damages are paid.

Lockheed Martin v. Metropolitan Transportation Authority

On April 24, 2009, we filed a declaratory judgment action against the New York Metropolitan Transportation Authority and its Capital Construction Company (collectively, the MTA) asking the U.S. District Court for the Southern District of New York to find that the MTA is in material breach of our agreement based on the MTA's failure to provide access to sites where work must be performed and the customer-furnished equipment necessary to complete the contract. The MTA filed an answer and counterclaim alleging that we breached the contract and subsequently terminated the contract for alleged default. The primary damages sought by the MTA are the costs to complete the contract and potential re-procurement costs. While we are unable to estimate the cost of another contractor to complete the contract and the costs of re-procurement, we note that our contract with the MTA had a total value of \$323 million, of which \$241 million was paid to us, and that the MTA is seeking damages of approximately \$190 million. We dispute the MTA's allegations and are defending against them. Additionally, following an investigation, our sureties on a performance bond related to this matter, who were represented by independent counsel, concluded that the MTA's termination of the contract was improper. Finally, our declaratory judgment action was later amended to include claims for monetary damages against the MTA of approximately \$95 million. This matter was taken under submission by the District Court in December 2014, after a five-week bench trial and the filing of post-trial pleadings by the parties. We continue to await a decision from the District Court. Although this matter relates to our former Information Systems & Global Solutions (IS&GS) business, we retained responsibility for the litigation when we divested IS&GS in 2016.

Environmental Matters

We are involved in proceedings and potential proceedings relating to soil, sediment, surface water, and groundwater contamination, disposal of hazardous substances, and other environmental matters at several of our current or former facilities, facilities for which we may have contractual responsibility, and at third-party sites where we have been designated as a potentially responsible party (PRP). A substantial portion of environmental costs will be included in our net sales and cost of sales in future periods pursuant to U.S. Government regulations. At the time a liability is recorded for future environmental costs, we record assets for estimated future recovery considered probable through the pricing of products and services to agencies of the U.S. Government, regardless of the contract form (e.g., cost-reimbursable, fixed-price). We continually evaluate the recoverability of our assets for the portion of environmental costs that are probable of future recovery by assessing, among other factors, U.S. Government regulations, our U.S. Government business base and contract mix, and our history of receiving reimbursement of such costs. We include the portions of those environmental costs expected to be allocated to our non-U.S. Government contracts, or determined not to be recoverable under U.S. Government contracts, in our cost of sales at the time the liability is established or adjusted.

At March 26, 2023 and December 31, 2022, the aggregate amount of liabilities recorded relative to environmental matters was \$690 million and \$696 million, most of which are recorded in other noncurrent liabilities on our consolidated balance sheets. We have recorded assets for the portion of environmental costs that are probable of future recovery totaling \$612 million and \$618 million at March 26, 2023 and December 31, 2022, most of which are recorded in other noncurrent assets on our consolidated balance sheets.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

Environmental remediation activities usually span many years, which makes estimating liabilities a matter of judgment because of uncertainties with respect to assessing the extent of the contamination as well as such factors as changing remediation technologies and changing regulatory environmental standards. We are monitoring or investigating a number of former and present operating facilities for potential future remediation. We perform quarterly reviews of the status of our environmental remediation sites and the related liabilities and receivables. Additionally, in our quarterly reviews, we consider these and other factors in estimating the timing and amount of any future costs that may be required for remediation activities, and we record a liability when it is probable that a loss has occurred or will occur for a particular site and the loss can be reasonably estimated. The amount of liability recorded is based on our estimate of the costs to be incurred for remediation for that site. We do not discount the recorded liabilities, as the amount and timing of future cash payments are not fixed or cannot be reliably determined. We cannot reasonably determine the extent of our financial exposure in all cases as, although a loss may be probable or reasonably possible, in some cases it is not possible at this time to estimate the reasonably possible loss or range of loss. We project costs and recovery of costs over approximately 20 years.

We also pursue claims for recovery of costs incurred or for contribution to site remediation costs against other PRPs, including the U.S. Government, and are conducting remediation activities under various consent decrees, orders, and agreements relating to soil, groundwater, sediment, or surface water contamination at certain sites of former or current operations. Under agreements related to certain sites in California, New York, United States Virgin Islands and Washington, the U.S. Government and/or a private party reimburses us an amount equal to a percentage, specific to each site, of expenditures for certain remediation activities in their capacity as PRPs under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

In addition to the proceedings and potential proceedings discussed above, potential new regulations of perchlorate and hexavalent chromium at the federal and state level could adversely affect us. In particular, the U.S. Environmental Protection Agency (EPA) is considering whether to regulate hexavalent chromium at the federal level and the California State Water Resources Control Board continues to reevaluate its existing drinking water standard of 6 ppb for perchlorate.

If substantially lower standards are adopted for perchlorate in California or for hexavalent chromium at the federal level, we expect a material increase in our estimates for environmental liabilities and the related assets for the portion of the increased costs that are probable of future recovery in the pricing of our products and services for the U.S. Government. The amount that would be allocable to our non-U.S. Government contracts or that is determined not to be recoverable under U.S. Government contracts would be expensed, which may have a material effect on our earnings in any particular interim reporting period.

We also are evaluating the potential impact of existing and contemplated legal requirements addressing a class of chemicals known generally as per- and polyfluoroalkyl substances (PFAS). PFAS have been used ubiquitously, such as in fire-fighting foams, manufacturing processes, and stain- and stick-resistant products (e.g., Teflon, stain-resistant fabrics). Because we have used products and processes over the years containing some of those compounds, they likely exist as contaminants at many of our environmental remediation sites. Governmental authorities have announced plans, and in some instances have begun, to regulate certain of these compounds at extremely low concentrations in drinking water, which could lead to increased cleanup costs at many of our environmental remediation sites.

Letters of Credit, Surety Bonds and Third-Party Guarantees

We have entered into standby letters of credit and surety bonds issued on our behalf by financial institutions, and we have directly issued guarantees to third parties primarily relating to advances received from customers and the guarantee of future performance on certain contracts. Letters of credit and surety bonds generally are available for draw down in the event we do not perform. We had total outstanding letters of credit and surety bonds aggregating \$2.8 billion and \$2.9 billion at March 26, 2023 and December 31, 2022.

Additionally, we may guarantee the contractual performance of third parties such as joint venture partners. At March 26, 2023 and December 31, 2022, third-party guarantees totaled \$908 million and \$904 million, of which approximately 72% and 71% related to guarantees of contractual performance of joint ventures to which we currently are or previously were a party. These amounts represent our estimate of the maximum amounts we would expect to incur upon the contractual non-performance of the joint venture, joint venture partners or divested businesses. Generally, we also have cross-indemnities in place that may enable us to recover amounts that may be paid on behalf of a joint venture partner. Third-party guarantees do not include guarantees issued on behalf of subsidiaries and other consolidated entities.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

In determining our exposures, we evaluate the reputation, performance on contractual obligations, technical capabilities and credit quality of our current and former joint venture partners and the transferee under novation agreements all of which include a guarantee as required by the FAR. At March 26, 2023 and December 31, 2022, there were no material amounts recorded in our financial statements related to third-party guarantees or novation agreements.

Other Contingencies

As a U.S. Government contractor, we are subject to various audits and investigations by the U.S. Government to determine whether our operations are being conducted in accordance with applicable regulatory requirements. U.S. Government investigations of us, whether relating to government contracts or conducted for other reasons, could result in administrative, civil, or criminal liabilities, including repayments, fines or penalties being imposed upon us, suspension, proposed debarment, debarment from eligibility for future U.S. Government contracting, or suspension of export privileges. Suspension or debarment could have a material adverse effect on us because of our dependence on contracts with the U.S. Government. U.S. Government investigations often take years to complete and many result in no adverse action against us. We also provide products and services to customers outside of the U.S., which are subject to U.S. and foreign laws and regulations and foreign procurement policies and practices. Our compliance with local regulations or applicable U.S. Government regulations also may be audited or investigated.

In the normal course of business, we provide warranties to our customers associated with certain product sales. We record estimated warranty costs in the period in which the related products are delivered. The warranty liability is generally based on the number of months of warranty coverage remaining for the products delivered and the average historical monthly warranty payments. Warranty obligations incurred in connection with long-term production contracts are accounted for within the contract estimates at completion.

NOTE 8 - FAIR VALUE MEASUREMENTS

Assets and liabilities measured and recorded at fair value on a recurring basis consisted of the following (in millions):

	March 26, 2023				December 31, 2022			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Assets								
Mutual funds	\$ 893	\$ 893	\$ —	\$ —	\$ 897	\$ 897	\$ —	\$ —
U.S. Government securities	115	—	115	—	118	—	118	—
Other securities	665	322	282	61	660	333	264	63
Derivatives	11	—	11	—	18	—	18	—
Liabilities								
Derivatives	164	—	164	—	196	—	196	—

Substantially all assets measured at fair value, other than derivatives, represent assets held in a trust to fund certain of our non-qualified deferred compensation plans and are recorded in other noncurrent assets on our consolidated balance sheets. The fair values of mutual funds and certain other securities are determined by reference to the quoted market price per unit in active markets multiplied by the number of units held without consideration of transaction costs. The fair values of U.S. Government and certain other securities are determined using pricing models that use observable inputs (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers or quoted prices of securities with similar characteristics. The fair values of derivative instruments, which consist of foreign currency forward contracts, including embedded derivatives, and interest rate swap contracts, are primarily determined based on the present value of future cash flows using model-derived valuations that use observable inputs such as interest rates, credit spreads and foreign currency exchange rates.

We use derivative instruments principally to reduce our exposure to market risks from changes in foreign currency exchange rates and interest rates. We do not enter into or hold derivative instruments for speculative trading purposes. We transact business globally and are subject to risks associated with changing foreign currency exchange rates. We enter into foreign currency hedges such as forward and option contracts that change in value as foreign currency exchange rates change. Our most significant foreign currency exposures relate to the British pound sterling, the euro, the Canadian dollar, the Australian dollar, the Norwegian kroner and the Polish zloty. These contracts hedge forecasted

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

foreign currency transactions in order to minimize fluctuations in our earnings and cash flows associated with changes in foreign currency exchange rates. We designate foreign currency hedges as cash flow hedges. We also are exposed to the impact of interest rate changes primarily through our borrowing activities. For fixed rate borrowings, we may use variable interest rate swaps, effectively converting fixed rate borrowings to variable rate borrowings in order to hedge changes in the fair value of the debt. These swaps are designated as fair value hedges. For variable rate borrowings, we may use fixed interest rate swaps, effectively converting variable rate borrowings to fixed rate borrowings in order to minimize the impact of interest rate changes on earnings. These swaps are designated as cash flow hedges. We also may enter into derivative instruments that are not designated as hedges and do not qualify for hedge accounting, which are intended to minimize certain economic exposures.

The aggregate notional amount of our outstanding interest rate swaps was \$1.3 billion at both March 26, 2023 and December 31, 2022. The aggregate notional amount of our outstanding foreign currency hedges was \$7.4 billion and \$7.3 billion at March 26, 2023 and December 31, 2022. The fair values of our outstanding interest rate swaps and foreign currency hedges at March 26, 2023 and December 31, 2022 were not significant. Derivative instruments did not have a material impact on net earnings and comprehensive income during the quarters ended March 26, 2023 and March 27, 2022. The impact of derivative instruments on our consolidated statements of cash flows is included in net cash provided by operating activities. Substantially all of our derivatives are designated for hedge accounting.

We also make investments in certain companies that we believe are advancing or developing new technologies applicable to our business. Investments that have quoted market prices in active markets (Level 1) are recorded at fair value and reflected in other securities and certain investments are categorized as Level 3 when valuations using observable inputs are unavailable. See "Note 10 - Other - Investments" for more information.

In addition to the financial instruments listed in the table above, we hold other financial instruments, including cash and cash equivalents, receivables, accounts payable and debt. The carrying amounts for cash and cash equivalents, receivables and accounts payable approximated their fair values. The estimated fair value of our outstanding debt was \$16.5 billion and \$16.0 billion at March 26, 2023 and December 31, 2022. The outstanding principal amount of debt, including short-term and long-term debt, was \$16.8 billion at both March 26, 2023 and December 31, 2022, excluding \$1.2 billion and \$1.3 billion of unamortized discounts and issuance costs at March 26, 2023 and December 31, 2022. The estimated fair values of our outstanding debt were determined based on the present value of future cash flows using model-derived valuations that use observable inputs such as interest rates and credit spreads (Level 2).

NOTE 9 - STOCKHOLDERS' EQUITY

Repurchases of Common Stock

During the quarter ended March 26, 2023, we entered into an accelerated share repurchase (ASR) agreement to purchase \$500 million of our common stock. Under the terms of the ASR agreement, we paid \$500 million and received an initial delivery of 0.9 million shares of our common stock. Subsequent to our first quarter 2023, upon final settlement of the ASR agreement in April 2023, we received an additional 0.2 million shares of our common stock for no additional consideration. In addition, in April 2023, we received an additional 1.5 million shares of our common stock for no additional consideration upon final settlement of the ASR we entered into in the fourth quarter of 2022.

The total remaining authorization for future common share repurchases under our share repurchase program was \$9.5 billion as of March 26, 2023. As we repurchase our common shares, we reduce common stock for the \$1 of par value of the shares repurchased, with the excess purchase price over par value recorded as a reduction of additional paid-in capital. If additional paid-in capital is reduced to zero, we record the remainder of the excess purchase price over par value as a reduction of retained earnings.

Dividends

We declared cash dividends totaling \$768 million (\$3.00 per share) during the quarter ended March 26, 2023. The total amount declared may differ from the total amount of dividends paid during a period due to the timing of dividend-equivalents paid on RSUs and PSUs. These dividend-equivalents are accrued during the vesting period and are paid upon the vesting of the RSUs and PSUs, which primarily occurs in the first quarter each year.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

Accumulated Other Comprehensive Loss

Changes in the balance of AOCL, net of tax, consisted of the following (in millions):

	Postretirement Benefit Plans	Other, net	AOCL
Balance at December 31, 2022	\$ (7,866)	\$ (157)	\$ (8,023)
Other comprehensive income (loss) before reclassifications	—	(29)	(29)
Amounts reclassified from AOCL			
Recognition of net actuarial losses ^(a)	29	—	29
Amortization of net prior service credits ^(a)	(66)	—	(66)
Other	—	3	3
Total reclassified from AOCL	(37)	3	(34)
Total other comprehensive income (loss)	(37)	(26)	(63)
Balance at March 26, 2023	\$ (7,903)	\$ (183)	\$ (8,086)
Balance at December 31, 2021	\$ (10,964)	\$ (42)	\$ (11,006)
Other comprehensive income (loss) before reclassifications	—	(22)	(22)
Amounts reclassified from AOCL			
Recognition of net actuarial losses ^(a)	115	—	115
Amortization of net prior service credits ^(a)	(67)	—	(67)
Other	—	1	1
Total reclassified from AOCL	48	1	49
Total other comprehensive income (loss)	48	(21)	27
Balance at March 27, 2022	\$ (10,916)	\$ (63)	\$ (10,979)

^(a) Reclassifications from AOCL related to postretirement benefit plans were recorded as a component of FAS income for each period presented. See "Note 6 - Postretirement Benefit Plans".

NOTE 10 - OTHER
Contract Estimates

Significant estimates and assumptions are made in estimating contract sales, costs, and profit. We estimate profit as the difference between estimated revenues and total estimated costs to complete the contract. At the outset of a long-term contract, we identify and monitor risks to the achievement of the technical, schedule and cost aspects of the contract, as well as our ability to earn variable consideration, and assess the effects of those risks on our estimates of sales and total costs to complete the contract. The estimates consider the technical requirements (e.g., a newly-developed product versus a mature product), the schedule and associated tasks (e.g., the number and type of milestone events) and costs (e.g., material, labor, subcontractor, overhead, general and administrative and the estimated costs to fulfill our industrial cooperation agreements, sometimes referred to as offset or localization agreements, required under certain contracts with international customers). The initial profit booking rate of each contract considers risks surrounding the ability to achieve the technical requirements, schedule and costs in the initial estimated total costs to complete the contract. Profit booking rates may increase during the performance of the contract if we successfully retire risks related to technical, schedule and cost aspects of the contract, which decreases the estimated total costs to complete the contract or may increase the variable consideration we expect to receive on the contract. Conversely, our profit booking rates may decrease if the estimated total costs to complete the contract increase or our estimates of variable consideration we expect to receive decrease. All of the estimates are subject to change during the performance of the contract and may affect the profit booking rate. When estimates of total costs to be incurred on a contract exceed total estimates of the transaction price, a provision for the entire loss is determined at the contract level and is recorded in the period in which the loss is evident, which we refer to as a reach-forward loss.

Comparability of our segment sales, operating profit and operating margin may be impacted favorably or unfavorably by changes in profit booking rates on our contracts. Increases in the profit booking rates, typically referred to as favorable

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

profit adjustments, usually relate to revisions in the estimated total costs to fulfill the performance obligations that reflect improved conditions on a particular contract. Conversely, conditions on a particular contract may deteriorate, resulting in an increase in the estimated total costs to fulfill the performance obligations and a reduction in the profit booking rate and are typically referred to as unfavorable profit adjustments. Increases or decreases in profit booking rates are recognized in the current period they are determined and reflect the inception-to-date effect of such changes. Segment operating profit and margin may also be impacted favorably or unfavorably by other items, which may or may not impact sales. Favorable items may include the positive resolution of contractual matters, cost recoveries on severance and restructuring, insurance recoveries and gains on sales of assets. Unfavorable items may include the adverse resolution of contractual matters; COVID-19 impacts or supply chain disruptions; restructuring charges (except for significant severance actions, which are excluded from segment operating results); reserves for disputes; certain asset impairments; and losses on sales of certain assets.

Our consolidated net profit booking rate adjustments increased segment operating profit by approximately \$415 million during the quarter ended March 26, 2023 and \$405 million during the quarter ended March 27, 2022. These adjustments increased net earnings by approximately \$328 million (\$1.28 per share) during the quarter ended March 26, 2023 and \$320 million (\$1.19 per share) during the quarter ended March 27, 2022. We recognized net sales from performance obligations satisfied in prior periods of approximately \$433 million during the quarter ended March 26, 2023, and \$416 million during the quarter ended March 27, 2022, which primarily relate to changes in profit booking rates that impacted revenue.

We have various development programs for new and upgraded products, services, and related technologies which have complex design and technical challenges. This development work is inherently uncertain and subject to significant variability in estimates of the cost and time required to complete the work by us and our suppliers. Many of these programs have cost-type contracting arrangements (e.g. cost-reimbursable or cost-plus-fee). In such cases, the associated financial risks are primarily in reduced fees, lower profit rates, or program cancellation if cost, schedule, or technical performance issues arise.

However, some of our existing development programs are contracted on a fixed-price basis or include cost-type contracting for the development phase with fixed-price production options and our customers are increasingly implementing procurement policies such as these that shift risk to contractors. Competitively bid programs with fixed-price development work or fixed-price production options increase the risk of a reach-forward loss upon contract award and during the period of contract performance. Due to the complex and often experimental nature of development programs, we may experience (and have experienced in the past) technical and quality issues during the development of new products or technologies for a variety of reasons. Our development programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs and fixed-price contract structure creates financial risk as estimated completion costs may exceed the current contract value, which could trigger earnings charges, termination provisions, or other financially significant exposures. These programs have risk for reach-forward losses if our estimated costs exceed our estimated contract revenues, and such losses could be significant to our financial results, cash flows, or financial condition. Any such losses are recorded in the period in which the loss is evident.

We have experienced performance issues on a classified fixed-price incentive fee contract that involves highly complex design and systems integration at our Aeronautics business segment and have periodically recognized reach-forward losses. We continue to monitor the technical requirements, remaining work, schedule, and estimated costs to complete the program. Based the revised schedule, which was agreed to in 2021, cumulative losses were approximately \$270 million as of March 26, 2023. We will continue to monitor our performance, any future changes in scope, and estimated costs to complete the program and may have to record additional losses in future periods if we experience further performance issues, increases in scope, or cost growth, which could be material to our financial results. In addition, we and our industry team will incur advanced procurement costs (also referred to as pre-contract costs) in order to enhance our ability to achieve the revised schedule and certain milestones. We will monitor the recoverability of pre-contract costs, which could be impacted by the customer's decision regarding future phases of the program.

We are responsible for a program to design, develop and construct a ground-based radar at our RMS business segment. The program has experienced performance issues for which we have periodically recognized reach-forward losses. As of March 26, 2023, cumulative losses were approximately \$280 million. We will continue to monitor our performance, any future changes in scope, and estimated costs to complete the program and may have to record additional losses in future periods if we experience further performance issues, increases in scope, or cost growth.

Lockheed Martin Corporation
Notes to Consolidated Financial Statements (unaudited) (continued)

However, based on the losses previously recorded and our current estimate of the sales and costs to complete the program, at this time we do not anticipate that additional losses, if any, would be material to our financial results or financial condition.

Backlog

Backlog (i.e., unfulfilled or remaining performance obligations) represents the sales we expect to recognize for our products and services for which control has not yet transferred to the customer. It is converted into sales in future periods as work is performed or deliveries are made. For our cost-reimbursable and fixed-priced-incentive contracts, the estimated consideration we expect to receive pursuant to the terms of the contract may exceed the contractual award amount. The estimated consideration is determined at the outset of the contract and is continuously reviewed throughout the contract period. In determining the estimated consideration, we consider the risks related to the technical, schedule and cost impacts to complete the contract and an estimate of any variable consideration. Periodically, we review these risks and may increase or decrease backlog accordingly. As the risks on such contracts are successfully retired, the estimated consideration from customers may be reduced, resulting in a reduction of backlog without a corresponding recognition of sales. As of March 26, 2023, our ending backlog was \$145.1 billion. We expect to recognize approximately 36% of our backlog over the next 12 months and approximately 59% over the next 24 months as revenue with the remainder recognized thereafter.

Income Taxes

Our effective income tax rate was 15.3% for the quarter ended March 26, 2023 and 15.9% for the quarter ended March 27, 2022. The rates for both periods benefited from research and development tax credits, tax deductions for foreign derived intangible income, dividends paid to our defined contribution plans with an employee stock ownership plan feature, and employee equity awards. The rate for the first quarter of 2023 was lower than the first quarter of 2022 primarily due to increased research and development tax credits.

As of December 31, 2022, our liabilities associated with uncertain tax positions were \$1.6 billion. For the quarter ended March 26, 2023, our liabilities associated with uncertain tax positions increased to \$1.9 billion with a corresponding increase to net deferred tax assets resulting from the Tax Cuts and Jobs Act of 2017's elimination of the option for taxpayers to deduct research and development expenditures immediately in the year incurred and instead requiring taxpayers to amortize such expenditures over five years.

Investments

We make investments in certain companies that we believe are advancing or developing new technologies applicable to our business. These investments may be in the form of common or preferred stock, warrants, convertible debt securities or investments in funds. Most of the investments are in equity securities without readily determinable fair values (privately held securities), which are measured initially at cost and are then adjusted to fair value only if there is an observable price change or reduced for impairment, if applicable. Investments with quoted market prices in active markets (Level 1) (publicly held securities) are recorded at fair value. Certain investments are categorized as Level 3 when valuations using observable inputs are unavailable. The carrying amounts of the Level 1 investments were \$606 million and \$589 million at March 26, 2023 and December 31, 2022. Due to changes in fair value and/or sales of investments, we recorded net gains of \$29 million (\$22 million, or \$0.09 per share, after-tax) and \$103 million (\$77 million, or \$0.29 per share, after-tax) during the quarters ended March 26, 2023 and March 27, 2022. These gains and losses are reflected in the other non-operating income, net account on our consolidated statements of earnings.

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
Lockheed Martin Corporation

Results of Review of Interim Financial Statements

We have reviewed the accompanying consolidated balance sheet of Lockheed Martin Corporation (the Company) as of March 26, 2023, the related consolidated statements of earnings, comprehensive income, cash flows and equity for the quarters ended March 26, 2023 and March 27, 2022, and the related notes (collectively referred to as the "consolidated interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the consolidated interim financial statements for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2022, the related consolidated statements of earnings, comprehensive income, cash flows and equity for the year then ended, and the related notes (not presented herein); and in our report dated January 26, 2023, we expressed an unqualified audit opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2022, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

These financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the SEC and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial statements consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Ernst & Young LLP

Tysons, Virginia
April 18, 2023

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is intended to help the reader understand our results of operations and financial condition. The MD&A is provided as a supplement to, and should be read in conjunction with, our consolidated financial statements and notes to consolidated financial statements and with our Annual Report on Form 10-K for the year ended December 31, 2022 (2022 Form 10-K).

BUSINESS OVERVIEW

We are a global security and aerospace company principally engaged in the research, design, development, manufacture, integration and sustainment of advanced technology systems, products and services. We also provide a broad range of management, engineering, technical, scientific, logistics, system integration and cybersecurity services. Our main areas of focus are in defense, space, intelligence, homeland security and information technology, including cybersecurity. We serve both U.S. and international customers with products and services that have defense, civil and commercial applications, with our principal customers being agencies of the U.S. Government. During the quarter ended March 26, 2023, 73% of our \$15.1 billion in net sales were from the U.S. Government, either as a prime contractor or as a subcontractor (including 63% from the Department of Defense (DoD)), 26% were from international customers (including foreign military sales (FMS) contracted through the U.S. Government) and 1% were from U.S. commercial and other customers.

U.S. Budget Environment

With nearly three quarters of our sales from the U.S. government, U.S. government spending levels, particularly defense spending, and timely funding thereof can affect our financial performance over the short and long term.

On December 29, 2022, the President signed the FY 2023 Omnibus Appropriations Act into law, which provides \$858 billion in total national defense funding, of which \$816.7 billion is for the DoD base budget. This reflects a \$44.6 billion increase over the FY 2023 request for national defense spending, and a \$43.7 billion increase for the DoD. The President's Fiscal Year (FY) 2024 budget request was submitted to Congress on March 9, 2023 initiating the FY 2024 defense authorization and appropriations legislative process. The request includes \$866 billion for National Defense, of which \$842 billion is for the DoD base budget.

In addition to the FY 2024 budget process, Congress will have to contend with the legal limit on U.S. debt, commonly known as the debt ceiling. The current statutory limit of \$31.4 trillion was reached in January, requiring the Treasury Department to take accounting measures to continue normally financing U.S. government obligations while avoiding exceeding the debt ceiling. It is expected, however, the U.S. government will exhaust these measures by June 2023. If the debt ceiling is not raised, the U.S. government may not be able to fulfill its funding obligations and there could be significant disruption to all discretionary programs and wider financial and economic repercussions. The federal budget and debt ceiling are expected to continue to be the subject of considerable congressional debate. Although we believe DoD, intelligence and homeland security programs will continue to receive consensus support for increased funding and would likely receive priority if this scenario came to fruition, the effect on individual programs or Lockheed Martin cannot be predicted at this time.

See also the discussion of U.S. Government funding risks within "Item 1A, Risk Factors" included in our 2022 Form 10-K.

Geopolitical and Economic Environment

We operate in a complex and evolving global security environment and our business is affected by geopolitical issues. Russia's invasion of Ukraine has significantly elevated global geopolitical tensions and security concerns. As a result, we have received increased interest for certain of our products and services as countries seek to improve their security posture. In addition, security assistance provided by the U.S. Government to Ukraine has created U.S. Government demand to replenish U.S. stockpiles, resulting in additional and potential future orders for our products. We have seen this interest result in initiation of new contract discussions. However, given the long-cycle nature of our business and current industry capacity, we do not expect a significant increase in near term sales from new contracts in response to the conflict. We continue to evaluate capacity at our operations and the supply chain to anticipate potential demand and enable us to deliver critical capabilities.

COVID-19 has previously impacted our operational and financial performance and its impact in future periods, including our ability to execute our programs in the expected timeframe, remains uncertain and will depend on future COVID-19 related developments, including the impact of COVID-19 infection or potential new variants or subvariants, and supplier impacts and related government actions to prevent and manage disease spread. The long-term impacts of COVID-19 on government budgets and other funding priorities, including international priorities, that impact demand for our products and services also are difficult to predict, but could negatively affect our future results and performance.

Our business and financial performance may also be affected by general economic conditions. Heightened levels of inflation and the potential worsening of macro-economic conditions present risks for Lockheed Martin, our suppliers and the stability of the broader defense industrial base. We have been experiencing impacts to our labor rates and suppliers have signaled inflation related cost pressures, which will continue to flow through to our costs and pricing. Although inflation did not significantly impact our financial results in the first quarter of 2023, if inflation remains at current levels for an extended period, or increases, and we are unable to successfully mitigate the impact, our costs are likely to increase, resulting in pressure on our profits, margins and cash flows, particularly for existing fixed-price contracts. Inflation can also constrain the overall purchasing power of our customers for our products and services potentially impacting future orders. We remain committed to our ongoing efforts to increase the efficiency of our operations and improve the cost competitiveness and affordability of our products and services, which may, in part, offset cost increases from inflation.

For additional risks to the company related to the geopolitical and economic environment, see Item 1A, Risk Factors of our 2022 Form 10-K.

CONSOLIDATED RESULTS OF OPERATIONS

Our operating cycle is primarily long-term and involves many types of contracts for the design, development and manufacture of products and related activities with varying delivery schedules. Consequently, the results of operations of a particular year, or year-to-year comparisons of sales and profits, may not be indicative of future operating results. The following discussions of comparative results should be reviewed in this context. All per share amounts cited in these discussions are presented on a "per diluted share" basis, unless otherwise noted. Our consolidated results of operations were as follows (in millions, except per share data):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales	\$ 15,126	\$ 14,964
Cost of sales	(13,080)	(13,055)
Gross profit	2,046	1,909
Other (expense) income, net	(9)	24
Operating profit	2,037	1,933
Interest expense	(202)	(135)
Non-service FAS pension income	110	140
Other non-operating income, net	49	123
Earnings before income taxes	1,994	2,061
Income tax expense	(305)	(328)
Net earnings	\$ 1,689	\$ 1,733
Diluted earnings per common share	\$ 6.61	\$ 6.44

Certain amounts reported in other (expense) income, net, including our share of earnings or losses from equity method investees, are included in the operating profit of our business segments. Accordingly, such amounts are included in the discussion of our business segment results of operations.

Net Sales

We generate sales from the delivery of products and services to our customers. Our consolidated net sales were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Products	\$ 12,526	\$ 12,494
% of total net sales	82.8 %	83.5 %
Services	2,600	2,470
% of total net sales	17.2 %	16.5 %
Total net sales	\$ 15,126	\$ 14,964

Substantially all of our contracts are accounted for using the percentage-of-completion cost-to-cost method. Under the percentage-of-completion cost-to-cost method, we record net sales on contracts over time based upon our progress towards completion on a particular contract, as well as our estimate of the profit to be earned at completion. The following discussion of material changes in our consolidated net sales should be read in tandem with the subsequent discussion of changes in our consolidated cost of sales and our business segment results of operations because changes in our sales are typically accompanied by a corresponding change in our cost of sales due to the nature of the percentage-of-completion cost-to-cost method.

Product Sales

Product sales during the quarter ended March 26, 2023 were comparable to the same period in 2022 as higher product sales of \$375 million at Space were mostly offset by lower product sales of \$260 million at Aeronautics and \$85 million at MFC. Higher product sales at Space was due to higher development volume for classified programs and higher development volume for Next Generation Interceptor (NGI). Lower product sales at Aeronautics were due to lower volume on F-35 production contracts, partially offset by higher volume on classified contracts. Lower product sales at MFC were due to lower volume for Guided Multiple Launch Rocket Systems (GMLRS).

Service Sales

Service sales increased \$130 million, or 5%, during the quarter ended March 26, 2023 compared to the same period in 2022. The increase is primarily attributable to higher sales of approximately \$130 million at Aeronautics due to higher volume on F-35 sustainment contracts.

Cost of Sales

Cost of sales, for both products and services, consist of materials, labor, subcontracting costs and an allocation of indirect costs (overhead and general and administrative), as well as the costs to fulfill our industrial cooperation agreements, sometimes referred to as offset agreements, required under certain contracts with international customers. For each of our contracts, we monitor the nature and amount of costs at the contract level, which form the basis for estimating our total costs to complete the contract. Our consolidated cost of sales were as follows (in millions):

	Quarters Ended ^(a)	
	March 26, 2023	March 27, 2022
Cost of sales – products	\$ (11,151)	\$ (11,107)
% of product sales	89.0 %	88.9 %
Cost of sales – services	(2,284)	(2,167)
% of service sales	87.8 %	87.7 %
Other unallocated, net	355	219
Total cost of sales	\$ (13,080)	\$ (13,055)

^(a) Effective January 1, 2023, the company reclassified intangible asset amortization expense out of the business segment operating profit and into the unallocated items line item to better align with how management views and manages the business. See “Note 1 - Basis of Presentation” included in our Notes to Consolidated Financial Statements for further information regarding the impact of this change on our current and prior period segment operating profit.

The following discussion of material changes in our consolidated cost of sales for products and services should be read in tandem with the preceding discussion of changes in our consolidated net sales and our business segment results of operations. Except for potential impacts to our programs resulting from supply chain disruptions and inflation, we have not identified any additional developing trends in cost of sales for products and services that would have a material impact on our future operations.

Product Costs

Product costs during the quarter ended March 26, 2023 were comparable to the same period in 2022 as higher product costs of \$305 million at Space were offset by lower product costs of \$240 million at Aeronautics and \$75 million at MFC. Higher product costs at Space were due to higher development volume for classified programs and higher development volume for NGI. Lower product costs at Aeronautics were due to lower volume on F-35 production contracts, partially offset by higher volume on classified contracts. Lower product costs at MFC were due to lower volume for GMLRS.

Service Costs

Service costs increased \$117 million, or 5%, during the quarter ended March 26, 2023 compared to the same period in 2022. The increase was primarily attributable to higher product costs of approximately \$115 million at Aeronautics due to higher volume on F-35 sustainment contracts.

Other Unallocated, Net

Other unallocated, net primarily includes the FAS/CAS pension operating adjustment (which represents the difference between total CAS pension cost recorded in our business segments' results of operations and the service cost component of Financial Accounting Standards (FAS) pension expense), stock-based compensation expense, changes in the fair value of assets and liabilities for deferred compensation plans, intangible asset amortization expense and other corporate costs. These items are not allocated to the business segments and, therefore, are not allocated to cost of sales for products or services. Other unallocated, net reduced cost of sales by \$355 million during the quarter ended March 26, 2023, compared to \$219 million during the quarter ended March 27, 2022. Other unallocated, net was higher primarily due

to gains during the quarter ended March 26, 2023, compared to losses during the same period in 2022 for the fair value of assets and liabilities related to deferred compensation plans.

Other (Expense) Income, Net

Other (expense) income, net, primarily includes earnings generated by equity method investees. Other expense, net was \$9 million during the quarter ended March 26, 2023, compared to other income, net of \$24 million during the quarter ended March 27, 2022. Other expense, net during the quarter ended March 26, 2023 included lower earnings generated by our equity method investment in ULA due to lower launch volume and an increase in new product development costs.

Interest Expense

Interest expense during the quarter ended March 26, 2023 was \$202 million, compared to \$135 million during the quarter ended March 27, 2022. The increase in interest expense in 2023 resulted primarily from the issuance of notes in October of 2022.

Non-Service FAS Pension Income

Non-service FAS pension income was \$110 million during the quarter ended March 26, 2023, compared to \$140 million during the quarter ended March 27, 2022. The decrease was primarily due to higher interest cost and lower plan assets and associated expected return. See "Note 6 - Postretirement Benefit Plans" included in our Notes to Consolidated Financial Statements for additional information.

Other Non-operating Income, Net

Other non-operating income, net primarily includes gains or losses related to changes in the fair value of investments or gains or losses upon sale of investments. During the quarter ended March 26, 2023, other non-operating income, net was \$49 million compared to \$123 million during the quarter ended March 27, 2022. The decrease during the quarter ended March 26, 2023 was primarily due to lower gains for the fair value of certain investments. See "Note 10 - Other" included in our Notes to Consolidated Financial Statements for additional information.

Income Tax Expense

Our effective income tax rate was 15.3% for the quarter ended March 26, 2023 and 15.9% for the quarter ended March 27, 2022. The rates for both periods benefited from research and development tax credits, tax deductions for foreign derived intangible income, dividends paid to our defined contribution plans with an employee stock ownership plan feature, and employee equity awards. The rate for the first quarter of 2023 was lower than the first quarter of 2022 primarily due to increased research and development tax credits.

Changes in U.S. (federal or state) or foreign tax laws and regulations, or their interpretation and application (including those with retroactive effect), such as the amortization for research or experimental expenditures, could significantly impact our provision for income taxes, the amount of taxes payable, our deferred tax asset and liability balances, and stockholders' equity. In addition to future changes in tax laws, the amount of net deferred tax assets will change periodically based on several factors, including the measurement of our postretirement benefit plan obligations, actual cash contributions to our postretirement benefit plans and the change in the amount or reevaluation of uncertain tax positions.

Beginning in 2022, The Tax Cuts and Jobs Act of 2017 eliminated the option to deduct research and development expenditures immediately in the year incurred and requires taxpayers to amortize such expenditures over five years for tax purposes. This provision is expected to increase our 2023 cash tax liability by approximately \$575 million and our net deferred tax assets will increase by a similar amount. The actual impact on 2023 cash tax liability will depend on the amount of research and development expenses paid or incurred in 2023 among other factors. The cash tax impact will continue over the five-year amortization period but will decrease over the period and be immaterial by 2027.

As of December 31, 2022, our liabilities associated with uncertain tax positions were \$1.6 billion. For the quarter ended March 26, 2023, our liabilities associated with uncertain tax positions increased to \$1.9 billion with a corresponding increase to net deferred tax assets primarily as a result of the provision described above from the Tax Cuts and Jobs Act of 2017.

We are regularly under audit or examination by tax authorities, including foreign tax authorities (including in, amongst others, Australia, Canada, India, Italy, Japan, Poland, and the United Kingdom). The final determination of tax audits and any related litigation could similarly result in unanticipated increases in our tax expense and affect profitability and cash flows.

On August 16, 2022, the President signed into law the Inflation Reduction Act of 2022 which contained provisions effective January 1, 2023, including a 15% corporate minimum tax and a 1% excise tax on stock buybacks, both of which were immaterial to our financial results, financial position and cash flows.

Net Earnings

We reported net earnings of \$1.7 billion (\$6.61 per share) during the quarter ended March 26, 2023, compared to \$1.7 billion (\$6.44 per share) during the quarter ended March 27, 2022. Net earnings and earnings per share for the quarter ended March 26, 2023 were affected by the factors mentioned above. Earnings per share also benefited from a net decrease of approximately 13.5 million weighted average common shares outstanding during the quarter ended March 26, 2023, compared to the same periods in 2022. The reduction in weighted average common shares was a result of share repurchases, partially offset by share issuance under our stock-based awards and certain defined contribution plans.

BUSINESS SEGMENT RESULTS OF OPERATIONS

We operate in four business segments: Aeronautics, MFC, RMS and Space. We organize our business segments based on the nature of products and services offered.

Net sales and operating profit of our business segments exclude intersegment sales, cost of sales, and profit as these activities are eliminated in consolidation and thus are not included in management's evaluation of performance of each segment. Business segment operating profit includes our share of earnings or losses from equity method investees as the operating activities of the equity method investees are closely aligned with the operations of our business segments.

Business segment operating profit excludes the FAS/CAS pension operating adjustment described below, a portion of corporate costs not considered allowable or allocable to contracts with the U.S. Government under the applicable U.S. Government cost accounting standards (CAS) or federal acquisition regulations (FAR), and other items not considered part of management's evaluation of segment operating performance such as a portion of management and administration costs, legal fees and settlements, stock-based compensation expense, changes in the fair value of assets and liabilities for deferred compensation plans, retiree benefits, significant severance charges, significant asset impairments, gains or losses from divestitures, intangible asset amortization expense, and other miscellaneous corporate activities. Excluded items are included in the reconciling item "Unallocated items" between operating profit from our business segments and our consolidated operating profit.

Sales and operating profit for each of our business segments were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales		
Aeronautics	\$ 6,269	\$ 6,401
Missiles and Fire Control	2,388	2,452
Rotary and Mission Systems	3,510	3,552
Space	2,959	2,559
Total net sales	\$ 15,126	\$ 14,964
Operating profit		
Aeronautics	\$ 675	\$ 679
Missiles and Fire Control	377	385
Rotary and Mission Systems	350	406
Space	280	248
Total business segment operating profit	1,682	1,718
Unallocated items		
FAS/CAS pension operating adjustment	415	426
Intangible asset amortization expense	(62)	(62)
Other, net	2	(149)
Total unallocated items	355	215
Total consolidated operating profit	\$ 2,037	\$ 1,933

Effective January 1, 2023, we no longer consider amortization expense related to purchased intangible assets when evaluating the operating performance of our business segments. As a result, intangible asset amortization expense, which was previously included in segment operating profit, is now reported in unallocated items within total consolidated operating profit. This change has been applied to the accompanying amounts above, including the amounts for 2022. See "Note 1 - Basis of Presentation" included in our Notes to Consolidated Financial Statements for further information regarding the impact of this change on our current and prior period segment operating profit. We also included supplemental tables under the caption Pro Forma Business Segment Summary Operating Results in our earnings release included as exhibit 99.1 to our Current Report on Form 8-K filed January 24, 2023, which provide unaudited pro forma financial information reflecting the impact of the change in presentation as-if it had been applicable for the quarters and year to date periods in 2022 and 2021. The supplemental tables, the earnings release and the Current Report on Form 8-K are not, and shall not be deemed to be, incorporated by reference herein.

Our business segments' results of operations include pension expense only as calculated under U.S. Government Cost Accounting Standards (CAS), which we refer to as CAS pension cost. We recover CAS pension and other postretirement benefit plan cost through the pricing of our products and services on U.S. Government contracts and, therefore, recognize CAS pension cost in each of our business segment's net sales and cost of sales. Our consolidated financial statements must present pension and other postretirement benefit plan income calculated in accordance with Financial Accounting Standards (FAS) requirements under U.S. GAAP. The operating portion of the total FAS/CAS pension adjustment represents the difference between the service cost component of FAS pension income and total CAS pension cost. The non-service FAS pension income components are included in non-service FAS pension income in our consolidated statements of earnings. As a result, to the extent that CAS pension cost exceeds the service cost component of FAS pension income, we have a favorable FAS/CAS pension operating adjustment.

The total FAS/CAS pension adjustments, including the service and non-service cost components of FAS pension income for our qualified defined benefit pension plans, were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Total FAS income and CAS cost		
FAS pension income	\$ 94	\$ 116
Less: CAS pension cost	431	450
Total FAS/CAS pension adjustment	\$ 525	\$ 566
Service and non-service cost reconciliation		
FAS pension service cost	\$ (16)	\$ (24)
Less: CAS pension cost	431	450
Total FAS/CAS pension operating adjustment	415	426
Non-service FAS pension income	110	140
Total FAS/CAS pension adjustment	\$ 525	\$ 566

Management evaluates performance on our contracts by focusing on net sales and operating profit and not by type or amount of operating expense. Consequently, our discussion of business segment performance focuses on net sales and operating profit, consistent with our approach for managing the business. This approach is consistent throughout the life cycle of our contracts, as management assesses the bidding of each contract by focusing on net sales and operating profit and monitors performance on our contracts in a similar manner through their completion.

We regularly provide customers with reports of our costs as the contract progresses. The cost information in the reports is accumulated in a manner specified by the requirements of each contract. For example, cost data provided to a customer for a product would typically align to the subcomponents of that product (such as a wing-box on an aircraft) and for services would align to the type of work being performed (such as aircraft sustainment). Our contracts generally allow for the recovery of costs in the pricing of our products and services. Most of our contracts are bid and negotiated with our customers under circumstances in which we are required to disclose our estimated total costs to provide the product or service. This approach for negotiating contracts with our U.S. Government customers generally allows for recovery of our actual costs plus a reasonable profit margin. We also may enter into long-term supply contracts for certain materials or components to coincide with the production schedule of certain products and to ensure their availability at known unit prices.

Many of our contracts span several years and include highly complex technical requirements. At the outset of a contract, we identify and monitor risks to the achievement of the technical, schedule and cost aspects of the contract and assess the effects of those risks on our estimates of total costs to complete the contract. The estimates consider the technical requirements (e.g., a newly-developed product versus a mature product), the schedule and associated tasks (e.g., the number and type of milestone events) and costs (e.g., material, labor, subcontractor, overhead and the estimated costs to fulfill our industrial cooperation agreements, sometimes referred to as offset agreements, required under certain contracts with international customers). The initial profit booking rate of each contract considers risks surrounding the ability to achieve the technical requirements, schedule and costs in the initial estimated total costs to complete the contract and variable considerations. Profit booking rates may increase during the performance of the contract if we successfully retire risks related to the technical, schedule and cost aspects of the contract, which decreases the estimated total costs to complete the contract. Conversely, our profit booking rates may decrease if the estimated total costs to complete the contract increase. All of the estimates are subject to change during the performance of the contract and may affect the profit booking rate. For further discussion on fixed-price contracts, see "Note 10 - Other" included in our Notes to Consolidated Financial Statements.

We have a number of programs that are designated as classified by the U.S. Government which cannot be specifically described. The operating results of these classified programs are included in our consolidated and business segment results and are subjected to the same oversight and internal controls as our other programs.

Our net sales are primarily derived from long-term contracts for products and services provided to the U.S. Government as well as FMS contracted through the U.S. Government. We recognize revenue as performance obligations

are satisfied and the customer obtains control of the products and services. For performance obligations to deliver products with continuous transfer of control to the customer, revenue is recognized based on the extent of progress towards completion of the performance obligation, generally using the percentage-of-completion cost-to-cost measure of progress for our contracts because it best depicts the transfer of control to the customer as we incur costs on our contracts. For performance obligations in which control does not continuously transfer to the customer, we recognize revenue at the point in time in which each performance obligation is fully satisfied.

Changes in net sales and operating profit generally are expressed in terms of volume. Changes in volume refer to increases or decreases in sales or operating profit resulting from varying production activity levels, deliveries or service levels on individual contracts. Volume changes in segment operating profit are typically based on the current profit booking rate for a particular contract.

Comparability of our segment sales, operating profit and operating margin may be impacted favorably or unfavorably by changes in profit booking rates on our contracts. Increases in the profit booking rates, typically referred to as favorable profit adjustments, usually relate to revisions in the estimated total costs to fulfill the performance obligations that reflect improved conditions on a particular contract. Conversely, conditions on a particular contract may deteriorate, resulting in an increase in the estimated total costs to fulfill the performance obligations and a reduction in the profit booking rate and are typically referred to as unfavorable profit adjustments. Increases or decreases in profit booking rates are recognized in the current period they are determined and reflect the inception-to-date effect of such changes. Segment operating profit and margin may also be impacted favorably or unfavorably by other items, which may or may not impact sales. Favorable items may include the positive resolution of contractual matters, cost recoveries on severance and restructuring, insurance recoveries and gains on sales of assets. Unfavorable items may include the adverse resolution of contractual matters; COVID-19 impacts or supply chain disruptions; restructuring charges (except for significant severance actions, which are excluded from segment operating results); reserves for disputes; certain asset impairments; and losses on sales of certain assets.

Our consolidated net profit booking rate adjustments increased segment operating profit by approximately \$415 million during the quarter ended March 26, 2023 and \$405 million during the quarter ended March 27, 2022.

We periodically experience performance issues and record losses for certain programs. For further discussion on programs at Aeronautics and RMS, see "Note 10 - Other" included in our Notes to Consolidated Financial Statements.

We have contracted with the Canadian Government for the Canadian Maritime Helicopter Program at our RMS business segment that provides for design, development, and production of CH-148 aircraft (the Original Equipment contract), which is a military variant of the S-92 helicopter, and for logistical support to the fleet (the In Service Support contract) over an extended time period. The program has experienced performance issues, including delays in the final aircraft deliveries from the original contract requirement, and the Royal Canadian Air Force's flight hours have been less than originally anticipated, which has impacted program revenues and the recovery of our costs under this program. Future sales and recovery of existing and future costs under the program are highly dependent upon achieving a certain number of flight hours, which are uncertain and dependent on aircraft availability and performance, and the availability of Canadian government resources. We are currently in discussions with the Canadian Government to potentially restructure certain contractual terms and conditions that may be beneficial to both parties. Future performance issues or changes in our estimates due to revised contract scope or customer requirements may affect our ability to recover our costs and may result in a loss that could be material to our operating results.

We also have a number of contracts with Turkish industry for the Turkish Utility Helicopter Program (TUHP), which anticipates co-production with Turkish industry for production of T70 helicopters for use in Türkiye, as well as the related provision of Turkish goods and services under buy-back or offset obligations, to include the future sales of helicopters built in Türkiye for sale globally. In 2020, the U.S. Government imposed certain sanctions on Turkish entities and persons that have affected our ability to perform under the TUHP contracts and we have provided force majeure notices under the affected contracts. The TUHP contracts may be restructured or terminated, either in whole or in part, which could result in a further reduction in sales, the imposition of penalties or assessment of damages, and increased unrecoverable costs, which could have an adverse effect on our financial results.

Our MFC business segment was previously awarded a competitively bid classified contract, which includes multiple phases of the program. We are currently performing on a phase which is primarily structured as cost-type. Additional phases are primarily fixed price and are not currently able to be awarded. If the additional phases are awarded at a later date, we expect that those phases would be performed at a loss. We will continue to monitor the circumstances on the program and may be required to recognize a reach-forward loss if circumstances change. Any such losses could be material to our financial results.

Aeronautics

Summary operating results for our Aeronautics business segment were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales	\$ 6,269	\$ 6,401
Operating profit	675	679
Operating margin	10.8 %	10.6 %

Aeronautics' net sales in the quarter ended March 26, 2023 decreased \$132 million, or 2%, compared to the same period in 2022. The decrease was primarily attributable to lower net sales of \$335 million for the F-35 program due to lower volume on production contracts. This decrease was partially offset by higher sales of \$135 million on classified programs due to higher volume and \$70 million for the F-16 program due to higher production and sustainment volume.

Aeronautics' operating profit in the quarter ended March 26, 2023 was comparable to the same period in 2022. Operating profit for the F-35 program was comparable as lower volume on production contracts was mostly offset by contract mix. Operating profit for the F-16 program was comparable as higher volume on production and sustainment contracts was offset by higher unfavorable profit adjustments on a production contract and sustainment contracts. Total net profit booking rate adjustments were approximately \$15 million lower in the first quarter of 2023 compared to the same period in 2022.

Missiles and Fire Control

Summary operating results for our MFC business segment were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales	\$ 2,388	\$ 2,452
Operating profit	377	385
Operating margin	15.8 %	15.7 %

MFC's net sales in the quarter ended March 26, 2023 decreased \$64 million, or 3%, compared to the same period in 2022. The decrease was primarily attributable to lower net sales of \$85 million for sensors and global sustainment programs as net sales for the first quarter of 2022 reflect the impact of a favorable profit adjustment on an international program as a result of a requirements modification that did not recur in the first quarter of 2023; and lower net sales of \$60 million for tactical and strike missile programs due to lower volume (Guided Multiple Launch Rocket Systems (GMLRS)). These decreases were partially offset by higher net sales of \$70 million for integrated air and missile defense programs due to the impact of higher net favorable profit adjustments (Patriot Advanced Capability-3 (PAC-3)).

MFC's operating profit in the quarter ended March 26, 2023 decreased \$8 million, or 2%, compared to the same period in 2022. The decrease was primarily attributable to lower operating profit of \$85 million for sensors and global sustainment programs due to the favorable profit adjustment on an international program in the first quarter of 2022 as described above. This decrease was partially offset by higher operating profit of \$60 million for integrated air and missile defense programs due to the impact of higher net favorable profit adjustments (PAC-3). In addition, operating margin was positively impacted when compared to the first quarter of 2022 due to contract mix at tactical and strike missiles. Total net profit booking rate adjustments were approximately \$25 million lower in the first quarter of 2023 compared to the same period in 2022.

Rotary and Mission Systems

On December 5, 2022, the U.S. Army selected Sikorsky's competitor in the Future Long Range Assault Aircraft Competition, a component of its Future Vertical Lift initiative to replace a portion of its assault and utility helicopter fleet. On December 28, 2022, Sikorsky, on behalf of Team DEFIANT, filed a protest with the U.S. Government Accountability Office (GAO) challenging the U.S. Army's decision, and on April 6, 2023 the GAO issued a decision denying the protest. We are not pursuing further litigation in this matter. Sikorsky remains one of two competitors for the other component of the Future Vertical Lift initiative, the Future Attack Reconnaissance Aircraft competition.

Summary operating results for our RMS business segment were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales	\$ 3,510	\$ 3,552
Operating profit	350	406
Operating margin	10.0 %	11.4 %

RMS' net sales in the quarter ended March 26, 2023 decreased \$42 million, or 1%, compared to the same period in 2022. The decrease was primarily attributable to lower net sales of \$75 million for Sikorsky helicopter programs due to lower production volume (Black Hawk); and lower net sales of \$60 million for various C6ISR (command, control, communications, computers, cyber, combat systems, intelligence, surveillance, and reconnaissance) programs due to lower volume. These decreases were partially offset by higher net sales of \$85 million for integrated warfare systems and sensors (IWSS) programs due to higher volume (Aegis and TPY-4 programs).

RMS' operating profit in the quarter ended March 26, 2023 decreased \$56 million, or 14%, compared to the same period in 2022. The decrease was primarily attributable to lower operating profit of \$65 million for Sikorsky helicopter programs due to lower production volume, net favorable profit adjustments, and contract mix on the Black Hawk program and unfavorable profit adjustments (CH-53K). Total net profit booking rate adjustments were \$35 million lower in the first quarter of 2023 compared to the same period in 2022.

Space

Summary operating results for our Space business segment were as follows (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Net sales	\$ 2,959	\$ 2,559
Operating profit	280	248
Operating margin	9.5 %	9.7 %

Space's net sales in the quarter ended March 26, 2023 increased \$400 million, or 16%, compared to the same period in 2022. The increase was primarily attributable to higher net sales of \$185 million for strategic and missile defense programs due to higher development volume (Next Generation Interceptor (NGI)); higher net sales of \$170 million for national security space programs due to higher development volume (classified programs) and the impact of higher net favorable profit adjustments (Next Generation Overhead Persistent Infrared geosynchronous satellites (Next Gen OPIR) and classified programs); and higher net sales of \$55 million for commercial civil space programs due to higher volume (Orion).

Space's operating profit in the quarter ended March 26, 2023 increased \$32 million, or 13%, compared to the same period in 2022. The increase was primarily attributable to higher operating profit of \$70 million for national security space programs due to the impact of higher net favorable profit adjustments (Next Gen OPIR and classified programs). This increase was partially offset by \$45 million of lower equity earnings from the company's investment in United Launch Alliance (ULA) due to lower launch volume and an increase in new product development costs. Total net profit booking rate adjustments were \$85 million higher in the first quarter of 2023 compared to the same period in 2022.

Total equity (losses)/earnings (primarily ULA) represented approximately \$(15) million, or (5)%, of Space's operating profit in the first quarter of 2023, compared to approximately \$30 million, or 12% in the first quarter of 2022.

FINANCIAL CONDITION

Liquidity and Cash Flows

At March 26, 2023, we had cash and cash equivalents of \$2.4 billion. Our principal source of liquidity is our cash from operations. However, we also have access to credit markets, if needed, for liquidity or general corporate purposes, including share repurchases. This access includes our \$3.0 billion revolving credit facility or the ability to issue commercial paper, and letters of credit to support customer advance payments and for other trade finance purposes such as guaranteeing our performance on particular contracts. We believe our cash and cash equivalents, our expected cash flow generated from operations and our access to credit markets will be sufficient to meet our cash requirements and cash deployment plans over the next twelve months and beyond based on our current business plans.

Cash received from customers, either from the payment of invoices for work performed or for advances from non-U.S. government customers in excess of costs incurred, is our primary source of cash from operations. We generally do not begin work on contracts until funding is appropriated by the customer. However, from time to time, we fund customer programs ourselves pending government appropriations. If we incur costs in excess of funds obligated on the contract or in advance of a contract award, this negatively affects our cash flows and we may be at risk for reimbursement of the excess costs.

Billing timetables and payment terms on our contracts vary based on a number of factors, including the contract type. We generally bill and collect cash more frequently under cost-reimbursable contracts, which represented approximately 41% of the sales we recorded during the quarter ended March 26, 2023, as we are authorized to bill as the costs are incurred. A number of our fixed-price contracts may provide for performance-based payments, which allow us to bill and collect cash as we perform on the contract. The amount of performance-based payments and the related milestones are encompassed in the negotiation of each contract. The timing of such payments may differ from the timing of the costs incurred related to our contract performance, thereby affecting our cash flows.

The U.S. Government has indicated that it would consider progress payments as the baseline for negotiating payment terms on fixed-price contracts, rather than performance-based payments. In contrast to negotiated performance-based payment terms, progress payment provisions correspond to a percentage of the amount of costs incurred during the performance of the contract and are invoiced regularly as costs are incurred. Our cash flows may be affected if the U.S. Government changes its payment policies or decides to withhold payments on our billings. For example, the U.S. Government increased the progress payment rate applicable to us from 80% to 90% at the beginning of the COVID-19 pandemic and a reversal or modification of this policy could affect the timing of our cash flows. While the impact of policy changes or withholding payments may delay the receipt of cash, the cumulative amount of cash collected during the life of the contract should not vary.

Since the COVID-19 pandemic began, we have remained committed to accelerating payments to the supply chain with a focus on small and at-risk businesses. We will continue to utilize accelerated payments throughout 2023 on an as needed basis.

We have a balanced cash deployment strategy to invest in our business and key technologies to provide our customers with enhanced capabilities, enhance stockholder value, and position ourselves to take advantage of new business opportunities when they arise. Consistent with that strategy, we have continued to invest in our business and technologies through capital expenditures, independent research and development, and selective business acquisitions and investments.

We have returned cash to stockholders through dividends and share repurchases. During the quarter ended March 26, 2023, we entered into an accelerated share repurchase (ASR) agreement to repurchase \$500 million of our common stock. As of March 26, 2023, the total remaining authorization for future common share repurchases under our program was \$9.5 billion, which is expected to be utilized over a three-year period through 2025. We expect to fund the repurchases through a combination of cash from operations and the issuance of additional debt. The stock repurchase program does not have an expiration date and may be amended or terminated by the Board of Directors at any time. The amount of shares ultimately purchased and the timing of purchases are at the discretion of management and subject to compliance with applicable law and regulation.

We continue to actively manage our debt levels, including maturities and interest rates. We also actively manage our pension obligations and expect to continue to opportunistically manage our pension liabilities through the purchase of group annuity contracts or other actions for portions of our outstanding defined benefit pension obligations using assets

from the pension trust. See “Note 6 - Postretirement Benefit Plans” included in our Notes to Consolidated Financial Statements for additional information. Future pension risk transfer transactions could also be significant and result in us making additional contributions to the pension trust.

There were no material changes during the quarter ended March 26, 2023 to our contractual commitments as presented in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our 2022 Form 10-K that were outside the ordinary course of our business.

The following table provides a summary of our cash flow information followed by a discussion of the key elements (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Cash and cash equivalents at beginning of year	\$ 2,547	\$ 3,604
Operating activities		
Net earnings	1,689	1,733
Noncash adjustments	265	352
Changes in working capital	(267)	(654)
Other, net	(123)	(21)
Net cash provided by operating activities	1,564	1,410
Net cash used for investing activities	(259)	(251)
Net cash used for financing activities	(1,412)	(2,880)
Net change in cash and cash equivalents	(107)	(1,721)
Cash and cash equivalents at end of period	\$ 2,440	\$ 1,883

Operating Activities

Net cash provided by operating activities during the quarter ended March 26, 2023 increased \$154 million compared to the same period in 2022. The increase was primarily due to various changes in working capital, primarily production and billing cycles impacting contract assets and receivables (primarily F-35 program at Aeronautics and missile programs at MFC), partially offset by the timing of cash payments for accounts payable (primarily Aeronautics).

Non-GAAP Financial Measure - Free Cash Flow

Free cash flow is a non-GAAP financial measure that we define as cash from operations less capital expenditures. Our capital expenditures are comprised of equipment and facilities infrastructure and information technology (inclusive of costs for the development or purchase of internal-use software that are capitalized). We use free cash flow to evaluate our business performance and overall liquidity, as well as a performance goal in our annual and long-term incentive plans. We believe free cash flow is a useful measure for investors because it represents the amount of cash generated from operations after reinvesting in the business and that may be available to return to stockholders and creditors (through dividends, stock repurchases and debt repayments) or available to fund acquisitions and other investments. The entire amount of free cash flow is not necessarily available for discretionary expenditures, however, because it does not account for certain mandatory expenditures, such as the repayment of maturing debt and pension contributions. While management believes that free cash flow as a non-GAAP financial measure may be useful in evaluating our financial performance, it should be considered supplemental to, and not a substitute for, financial information prepared in accordance with GAAP and may not be comparable to similarly titled measures used by other companies.

The following table reconciles net cash provided by operating activities to free cash flow (in millions):

	Quarters Ended	
	March 26, 2023	March 27, 2022
Cash from operations	\$ 1,564	\$ 1,410
Capital expenditures	(294)	(268)
Free cash flow	\$ 1,270	\$ 1,142

Investing Activities

Net cash used for investing activities during the quarter ended March 26, 2023 increased \$8 million compared to the same period in 2022. Capital expenditures totaled \$294 million and \$268 million during the quarters ended March 26, 2023 and March 27, 2022. The majority of our capital expenditures are for equipment and facilities infrastructure that generally are incurred to support new and existing programs across all of our business segments. We also incur capital expenditures for information technology to support programs and general enterprise information technology infrastructure, inclusive of costs for the development or purchase of internal-use software.

Financing Activities

Net cash used for financing activities was \$1.4 billion during the quarter ended March 26, 2023, compared to \$2.9 billion during the same period in 2022.

During the quarters ended March 26, 2023 and March 27, 2022, we paid dividends totaling \$784 million (\$3.00 per share) and \$767 million (\$2.80 per share).

During the quarter ended March 26, 2023, we paid \$500 million to repurchase 1.1 million shares of our common stock, of which 0.2 million shares were received upon settlement in April 2023. See "Note 9 - Stockholders' Equity" included in our Notes to Consolidated Financial Statements for additional information. During the quarter ended March 27, 2022, we paid \$2.0 billion to repurchase 4.7 million shares of our common stock, of which 0.6 million shares were received upon settlement in April 2022.

Capital Resources

At March 26, 2023, we held cash and cash equivalents of \$2.4 billion that was generally available to fund ordinary business operations without significant legal, regulatory, or other restrictions.

At March 26, 2023, we had a \$3.0 billion revolving credit facility (the Revolving Credit Facility) with various banks with an expiration date of August 24, 2027 that is available for general corporate purposes including supporting commercial paper borrowings. We may request and the banks may grant, at their discretion, an increase in the borrowing capacity under the Revolving Credit Facility of up to an additional \$500 million. There were no borrowings outstanding under the Revolving Credit Facility at March 26, 2023.

We have agreements in place with financial institutions to provide for the issuance of commercial paper. The outstanding balance of commercial paper can fluctuate daily and the amount outstanding during the period may be greater than or less than the amount reported at the end of the period. There were no commercial paper borrowings outstanding as of March 26, 2023 and December 31, 2022. We may, as conditions warrant, from time to time issue commercial paper backed by our Revolving Credit Facility to manage the timing of cash flows. However, depending on market conditions, commercial paper may not be available on favorable terms or at all.

Our total outstanding short-term and long-term debt, net of unamortized discounts and issuance costs was \$15.6 billion as of March 26, 2023 and is in the form of publicly-issued notes that bear interest at fixed rates. As of March 26, 2023, we were in compliance with all covenants contained in our debt and credit agreements.

We actively seek to finance our business in a manner that preserves financial flexibility while minimizing borrowing costs to the extent practicable. We review changes in financial market and economic conditions to manage the types, amounts and maturities of our indebtedness. We may at times refinance existing indebtedness, vary our mix of variable-rate and fixed-rate debt or seek alternative financing sources for our cash and operational needs.

OTHER MATTERS

Status of the F-35 Program

The F-35 program primarily consists of production contracts, sustainment activities, and new development efforts. Production of the aircraft is expected to continue for many years given the U.S. Government's current inventory objective of 2,456 aircraft for the U.S. Air Force, U.S. Marine Corps, and U.S. Navy; commitments from our seven international partner countries and nine Foreign Military Sales (FMS) customers; as well as interest from other countries. We continue to see strong international demand for the F-35. The Government of Canada announced in January 2023 their commitment to purchase 88 F-35 aircraft. In February 2023, the government of Singapore announced its intent to exercise an option to purchase an additional eight F-35 aircraft, increasing its total quantity to 12. In March of 2023, the government of South Korea announced approval to purchase an additional 20 F-35 aircraft, increasing its total quantity to 60.

During the first quarter of 2023, we delivered five aircraft and had a backlog of 340 aircraft. Deliveries in the quarter were impacted by an issue with the Government Furnished Equipment (GFE) engine that occurred at the end of 2022 and resulted in a pause in flight operations, which prevented aircraft deliveries until flight operations and deliveries resumed in March 2023. We currently expect that we will deliver fewer than the prior plan of 147-153 aircraft in 2023 due to both software maturation related to the Technology Refresh 3 (TR-3) configuration and hardware delivery timing; we will provide an updated range pending the results of future flight tests. Despite the change in the delivery range, currently we do not expect a material impact to our 2023 financial outlook. Since program inception through the first quarter of 2023, we have delivered 899 production F-35 aircraft to U.S. and international customers, including 652 F-35A variants, 178 F-35B variants, and 69 F-35C variants, demonstrating the F-35 program's continued progress and longevity.

Given the size and complexity of the F-35 program, we anticipate that there will be continual reviews related to aircraft performance, program, and delivery schedule, cost, and requirements as part of the DoD, Congressional, and international countries' oversight, and budgeting processes. Current program challenges include our and our suppliers' performance (including COVID-19 performance-related challenges), software development, execution of future flight tests and findings resulting from testing and operating the aircraft, the level of cost associated with life cycle operations, sustainment and potential contractual obligations, inflation-related cost pressures, and the ability to improve affordability.

Contingencies

See "Note 7 - Legal Proceedings and Contingencies" included in our Notes to Consolidated Financial Statements for information regarding our contingent obligations, including off-balance sheet arrangements.

Critical Accounting Policies

There have been no significant changes to the critical accounting policies disclosed in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2022 Form 10-K.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

As disclosed in "Item 7A, Quantitative and Qualitative Disclosures About Market Risk" of our 2022 Form 10-K, we transact business globally and are subject to risks associated with changing foreign currency exchange rates. We enter into foreign currency hedges such as forward and option contracts that change in value as foreign currency exchange rates change. Our exposures to market risk have not changed materially since December 31, 2022. See "Note 8 - Fair Value Measurements" included in our Notes to Consolidated Financial Statements for additional discussion.

ITEM 4. Controls and Procedures

We performed an evaluation of the effectiveness of our disclosure controls and procedures as of March 26, 2023. The evaluation was performed with the participation of senior management of each business segment and key corporate functions, under the supervision of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO). Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were operating and effective as of March 26, 2023.

There were no changes in our internal control over financial reporting during the quarter ended March 26, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Forward-Looking Statements

This Form 10-Q contains statements that, to the extent they are not recitations of historical fact, constitute forward-looking statements within the meaning of the federal securities laws, and are based on our current expectations and assumptions. The words “believe,” “estimate,” “anticipate,” “project,” “intend,” “expect,” “plan,” “outlook,” “scheduled,” “forecast” and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks and uncertainties. Actual results may differ materially due to factors such as:

- budget uncertainty, the risk of future budget cuts, the impact of continuing resolution funding mechanisms and the debt ceiling and the potential for government shutdowns and changing funding and acquisition priorities;
- our reliance on contracts with the U.S. Government, which are dependent on U.S. Government funding and can be terminated for convenience, and our ability to negotiate favorable contract terms;
- risks related to the development, production, sustainment, performance, schedule, cost and requirements of complex and technologically advanced programs, including the F-35 program;
- planned production rates and orders for significant programs, compliance with stringent performance and reliability standards, and materials availability, including government furnished equipment;
- the timing of contract awards or delays in contract definitization as well as the timing and customer acceptance of product deliveries and performance milestones;
- our ability to recover costs under U.S. Government contracts and the mix of fixed-price and cost-reimbursable contracts;
- customer procurement policies that shift risk to contractors, including competitively bid programs with fixed-price development work or follow-on production options or other financial risks; and the impact of investments, cost overruns or other cost pressures and performance issues on fixed price contracts;
- changes in procurement and other regulations and policies affecting our industry, export of our products, cost allowability or recovery, preferred contract type, and performance and progress payments policy;
- performance and financial viability of key suppliers, teammates, joint ventures (including United Launch Alliance), joint venture partners, subcontractors and customers;
- economic, industry, business and political conditions including their effects on governmental policy;
- the impact of inflation and other cost pressures;
- the impact of COVID-19 or future epidemics on our business and financial results, including supply chain disruptions and delays, employee absences, and program delays;
- government actions that disrupt our supply chain or prevent the sale or delivery of our products (such as delays in approvals for exports requiring Congressional notification);
- trade policies or sanctions (including Chinese sanctions on us or our suppliers, teammates or partners, U.S. Government sanctions on Turkish entities and persons, and potential indirect effects of sanctions on Russia to our supply chain);
- our success expanding into and doing business in adjacent markets and internationally and the risks posed by international sales;
- changes in foreign national priorities and foreign government budgets and planned orders, including potential effects from fluctuations in currency exchange rates;
- the competitive environment for our products and services, including competition from startups and non-traditional defense contractors;
- our ability to develop and commercialize new technologies and products, including emerging digital and network technologies and capabilities;
- our ability to benefit fully from or adequately protect our intellectual property rights;
- our ability to attract and retain a highly skilled workforce, the impact of work stoppages or other labor disruptions;
- cyber or other security threats or other disruptions faced by us or our suppliers;
- our ability to implement and continue, and the timing and impact of, capitalization changes such as share repurchases, dividend payments and financing transactions;
- the accuracy of our estimates and projections;
- the impact of pension risk transfers, including potential noncash settlement charges, timing and estimates regarding pension funding and movements in interest rates and other changes that may affect pension plan assumptions, stockholders' equity, the level of the FAS/CAS adjustment, and actual returns on pension plan assets;
- realizing the anticipated benefits of acquisitions or divestitures, investments, joint ventures, teaming arrangements or internal reorganizations, and market volatility affecting the fair value of investments that are marked to market;
- our efforts to increase the efficiency of our operations and improve the affordability of our products and services, including through digital transformation and cost reduction initiatives;
- the risk of an impairment of our assets, including the potential impairment of goodwill recorded at the Sikorsky line of business;

- the availability and adequacy of our insurance and indemnities;
- impacts of climate change and compliance with laws, regulations, policies, and customer requirements in response to climate change concerns;
- changes in accounting, U.S. or foreign tax, export or other laws, regulations, and policies and their interpretation or application, and changes in the amount or reevaluation of uncertain tax positions; and
- the outcome of legal proceedings, bid protests, environmental remediation efforts, audits, government investigations or government allegations that we have failed to comply with law, other contingencies and U.S. Government identification of deficiencies in our business systems.

These are only some of the factors that may affect the forward-looking statements contained in this Form 10-Q. For a discussion identifying additional important factors that could cause actual results to differ materially from those anticipated in the forward-looking statements, see our filings with the U.S. Securities and Exchange Commission (SEC) including, but not limited to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2022 and subsequent Quarterly Reports on Form 10-Q. Our filings may be accessed through the Investor Relations page of our website, www.lockheedmartin.com/investor, or through the website maintained by the SEC at www.sec.gov.

Our actual financial results likely will be different from those projected due to the inherent nature of projections. Given these uncertainties, forward-looking statements should not be relied on in making investment decisions. The forward-looking statements contained in this Form 10-Q speak only as of the date of our filing. Except where required by applicable law, we expressly disclaim a duty to provide updates to forward-looking statements after the date of this Form 10-Q to reflect subsequent events, changed circumstances, changes in expectations, or the estimates and assumptions associated with them. The forward-looking statements in this Form 10-Q are intended to be subject to the safe harbor protection provided by the federal securities laws.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings

We are a party to litigation and other proceedings that arise in the ordinary course of our business, including matters arising under provisions relating to the protection of the environment, and are subject to contingencies related to certain businesses we previously owned. These types of matters could result in fines, penalties, cost reimbursements or contributions, compensatory or treble damages or non-monetary sanctions or relief. We believe the probability is remote that the outcome of each of these matters will have a material adverse effect on the company as a whole, notwithstanding that the unfavorable resolution of any matter may have a material effect on our net earnings and cash flows in any particular interim reporting period. We cannot predict the outcome of legal or other proceedings with certainty.

We are subject to federal, state, local and foreign requirements for the protection of the environment, including those for discharge of hazardous materials and remediation of contaminated sites. Due in part to the complexity and pervasiveness of these requirements, we are a party to or have property subject to various lawsuits, proceedings and remediation obligations. The extent of our financial exposure cannot in all cases be reasonably estimated at this time.

For information regarding the matters discussed above, including current estimates of the amounts that we believe are required for remediation or clean-up to the extent estimable, see "Note 7 - Legal Proceedings and Contingencies" included in our Notes to Consolidated Financial Statements in this Form 10-Q. For additional information and a description of previously reported matters, see also "Critical Accounting Policies – Environmental Matters" in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Note 14 – Legal Proceedings, Commitments and Contingencies," in our Annual Report on Form 10-K for the year ended December 31, 2022 filed with the U.S. Securities and Exchange Commission.

ITEM 1A. Risk Factors

There have been no material changes to the risk factors disclosed in "Item 1A, Risk Factors" of our 2022 Form 10-K. These risks and uncertainties described in our risk factors have the potential to materially affect our business, results of operations, financial condition, cash flows, projected results and future prospects. These risks are not exclusive and additional risks to which we are subject include the factors mentioned under "Forward-Looking Statements" and the risks described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

There were no sales of unregistered equity securities during the quarter ended March 26, 2023.

The following table provides information about our repurchases of our common stock that is registered pursuant to Section 12 of the Securities Exchange Act of 1934 during the quarter ended March 26, 2023.

Period ^(a)	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ^(b)	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs ^(b)
				(in millions)
January 1, 2023 – January 29, 2023	—	\$ —	—	\$ 10,023
January 30, 2023 – February 26, 2023 ^(c)	876,418	\$ 479.27	868,452	\$ 9,523
February 27, 2023 – March 26, 2023 ^(d)	251,388	\$ 479.49	—	\$ 9,523
Total ^{(c)(d)}	1,127,806	\$ 479.48	868,452	

^(a) We close our books and records on the last Sunday of each month to align our financial closing with our business processes, except for the month of December, as our fiscal year ends on December 31. As a result, our fiscal months often differ from the calendar months. For example, March 26, 2023 was the last day of our March 2023 fiscal month.

^(b) In 2010, our Board of Directors approved a share repurchase program pursuant to which we are authorized to repurchase our common stock in privately negotiated transactions or in the open market at prices per share not exceeding the then-current market prices. From time to time, our Board of Directors authorizes increases to our share repurchase program. On October 17, 2022, the Board of Directors authorized an increase to the program by \$14.0 billion. The total remaining authorization for future common share repurchases under our share repurchase program was \$9.5 billion as of March 26, 2023. Under the program, management has discretion to determine the dollar amount of shares to be repurchased and the timing of any repurchases in compliance with applicable law and regulation. This includes purchases pursuant to Rule 10b5-1 plans, including accelerated share repurchases. The program does not have an expiration date.

^(c) During the quarter ended March 26, 2023, we entered into an accelerated share repurchase (ASR) agreement to purchase \$500 million of our common stock. Under the terms of the ASR agreement, we paid \$500 million and received an initial delivery of 868,452 shares of our common stock in February 2023. Upon final settlement of the ASR agreement in April 2023, we received an additional 184,437 shares of our common stock based on the average price paid per share of \$474.88, calculated with reference to the volume-weighted average price (VWAP) of our common stock over the term of the agreement, less a negotiated discount. Average Price Paid Per Share in the table above does not include ASR shares.

^(d) During the quarter ended March 26, 2023, the total number of shares purchased included 259,354 shares that were transferred to us by employees in satisfaction of tax withholding obligations associated with the vesting of restricted stock units and performance stock units. These purchases were made pursuant to a separate authorization by our Board of Directors and are not included within the program.

ITEM 6. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Bylaws of Lockheed Martin Corporation, as amended and restated effective February 22, 2023 (incorporated by reference to Exhibit 3.1 to Lockheed Martin Corporation's Current Report on Form 8-K filed with the SEC on February 23, 2023)
10.1	Form of 2023 Annual Restricted Stock Unit Award Agreement under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan
10.2	Form of Performance Stock Unit Award Agreement (2023 - 2025 Performance Period) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan
10.3	Form of Long Term Incentive Performance Award Agreement (2023 - 2025 Performance Period) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan
10.4	Amendment to Outstanding Long-Term Incentive Performance and Performance Stock Unit Award Agreements (effective February 22, 2023)
10.5	Lockheed Martin Corporation 2021 Management Incentive Compensation Plan, amended and restated effective January 1, 2023
15	Acknowledgment of Independent Registered Public Accounting Firm
31.1	Certification of James D. Taiclet pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Jesus Malave pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32	Certification of James D. Taiclet and Jesus Malave pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document contained in Exhibit 101

SIGNATURE

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 thereunto duly authorized.

Lockheed Martin Corporation
(Registrant)

Date: April 18, 2023

By: /s/ H. Edward Paul III
H. Edward Paul III
Vice President and Controller
(Duly Authorized Officer and Chief Accounting Officer)

Award Date: February 22, 2023



**RESTRICTED STOCK UNIT AWARD AGREEMENT (ANNUAL)
GRANTED UNDER THE LOCKHEED MARTIN CORPORATION
2020 INCENTIVE PERFORMANCE AWARD PLAN**

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING
SECURITIES THAT HAVE BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933**

This Award Agreement applies to the Restricted Stock Units (“RSUs”) granted by Lockheed Martin Corporation to you as of the Award Date (defined above) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (“Plan”). The term Restricted Stock Unit or RSU as used in this Award Agreement refers only to the Restricted Stock Units awarded to you under this Award Agreement. References to the “Corporation” include Lockheed Martin Corporation and its Subsidiaries.

Each RSU entitles you, upon satisfaction of the continuous employment and other requirements set forth in this Award Agreement and the Plan, to receive from the Corporation: (i) one (1) share of the Corporation’s common stock, par value \$1.00 per share (“Stock”); and (ii) a cash payment equal to the sum of any cash dividends paid to stockholders of the Corporation during the Restricted Period (as defined below), each in accordance with the terms of this Award Agreement, the Plan, and any rules and procedures adopted by the Management Development and Compensation Committee (“Committee”) of the Board of Directors.

This Award Agreement sets forth some of the terms and conditions of your Award under the Plan, as determined by the Committee. Additional terms and conditions, including tax information, are contained in the Plan and in the Prospectus relating to the Plan of which the Plan and this Award Agreement are a part. In the event of a conflict between this Award Agreement and the Plan, the Plan document will control. The number of RSUs applicable to your Award are set forth in the electronic stock plan award recordkeeping system (“Stock Plan System”) maintained by the Corporation or its designee at <http://www.stockplanconnect.com>. The Prospectus is also available at this website.

Except as described in Section 9, your Award is not effective or enforceable until you properly acknowledge your acceptance of the Award by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than May 31, 2023 (“Acceptance Deadline”). **Except as described in Section 9, if you do not properly acknowledge your acceptance of this Award Agreement on or before the Acceptance Deadline, this Award will be forfeited.**

Assuming prompt and proper acknowledgement of your acceptance of this Award Agreement as described above and in Section 9, this Award will be effective as of the Award Date. Acceptance of this Award Agreement constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award and your agreement to be bound by the restrictions contained in Section 9 and Exhibit A, including any addenda thereto (“Post-Employment Conduct Agreement”), and Exhibit B (“Stock Ownership Requirements”), as amended from time to time.

1. CONSIDERATION FOR AWARD

The consideration for the RSUs is your continued service to the Corporation as an Employee during the Restricted Period set forth below. If you do not continue to perform services for the Corporation as an Employee during the entire Restricted Period as set forth below under "RESTRICTED PERIOD, FORFEITURE," your Award will be forfeited in whole or in part.

2. RIGHTS OF OWNERSHIP, RESTRICTIONS ON TRANSFER

During the Restricted Period, your RSUs will be subject to forfeiture. Until the Restricted Period ends with respect to a particular RSU and a share of Stock is delivered to you, you generally will not have the rights and privileges of a stockholder. In particular, you will not have the right to vote your RSUs on any matter put to the stockholders of the Corporation; you may not sell, transfer, assign, pledge, use as collateral or otherwise dispose of or encumber RSUs; and you will not have the right to receive any dividends paid to stockholders or dividend equivalents on the RSUs.

Upon expiration or termination of the Restricted Period with respect to your RSUs, and subject to the forfeiture provisions set forth below, each RSU for which the restrictions have lapsed will be exchanged for a certificate (either in paper or book entry form) evidencing one (1) share of Stock issued in your name and a cash amount equal to the dividends that would have been paid to you had you owned such share from the Award Date until the expiration or termination of the Restricted Period ("Deferred Dividend Equivalents" or "DDEs"). Your shares and the cash payment for the DDEs will be delivered to you as soon as practicable, but not later than sixty (60) days after the expiration or termination of the Restricted Period, and in no event later than the March 15 following the expiration or termination of such Restricted Period (or, for taxpayers in Canada or as otherwise required by local country law, in no event later than the December 31 following the expiration or termination of such Restricted Period).

The certificates delivered to you may contain any legend the Corporation determines is appropriate under the securities laws.

You are responsible for payment of all Taxes imposed on you as a result of the Award. The Corporation will comply with all applicable U.S. Tax withholding requirements applicable to the RSUs, the DDEs, and associated Stock. Please see the Prospectus for the Plan for a discussion of certain material U.S. Tax consequences of the Award. Any withholding Tax on shares of Stock (and associated DDEs) deliverable to you will be satisfied by means of the Corporation's reducing the number of shares of Stock (and associated DDEs) deliverable to you in respect of a vested Award. If you are an Insider at the time of income tax withholding, the Corporation will base withholding on the highest individual tax rate. If you are not an Insider at the time of income tax withholding, the Corporation will base withholding on the highest individual tax rate, unless you elect otherwise in accordance with procedures established by the Corporation during an election window that may be offered by the Corporation. If you elect a lower tax rate for withholding, then you may owe additional taxes as a result of the payment of the Award.

If any Tax withholding is required with respect to any Award (including with respect to associated DDEs) during the Restricted Period, the Corporation generally shall reduce the Award by the number of shares of Stock and/or the amount of associated DDEs with a value equal to the Tax withholding obligation and such shares of Stock and/or DDEs will be used to satisfy the Tax withholding obligation.

The Corporation shall also have the right to (i) offset any other obligation of the Corporation to you (including but not limited to by withholding from your salary) by an amount sufficient to satisfy the Tax withholding obligation, or (ii) require you (or your estate) to pay the Corporation an amount equal to the Tax withholding obligation.

If you are a taxpayer in a country other than the U.S., you agree to make appropriate arrangements with the Corporation or its subsidiaries for the satisfaction of all income and employment tax withholding requirements, as well as social insurance contributions applicable to the RSUs, the DDEs, and associated Stock. Please see the tax summary for your country on the Stock Plan System at <http://www.stockplanconnect.com>. If you are a taxpayer in a country other than the U.S., you represent that you will consult with your own tax advisors in connection with this Award and that you are not relying on the Corporation for any tax advice. If you are a taxpayer in Australia, any cash payment pursuant this Award Agreement will be inclusive of superannuation.

If a payment under this Award constitutes nonqualified deferred compensation under Section 409A of the Code, no payment due upon termination of employment shall be made unless the termination of employment is a "separation from service" as defined in Section 409A of the Code and accompanying regulations. In the event Code section 409A(a)(2)(B)(i) applies because you are a specified employee receiving a distribution on account of a termination of employment, delivery of Stock and the DDEs may be delayed for six months from such date. Similarly, if you are an Insider subject to the reporting provisions of Section 16(a) of the Securities Exchange Act of 1934 ("Exchange Act"), delivery of Stock following the expiration of the Restricted Period for any reason may be delayed for six months. For example, if the delivery of the Stock would result in a nonexempt short-swing transaction under Section 16(b) of the Exchange Act, delivery will be delayed until the earliest date upon which the delivery either would not result in a nonexempt short-swing transaction or would otherwise not result in liability under Section 16(b) of the Exchange Act.

After the Stock is delivered to you, you will enjoy all of the rights and privileges associated with ownership of the shares, including the right to vote on any matter put to stockholder vote, to receive dividends, and to encumber, sell or otherwise transfer the shares. You should note, however, that, while the shares would thus be free of the restrictions imposed during the Restricted Period, your ability to sell or pledge the shares may be limited under the federal securities laws or corporate policy.

In the event of your death, the Stock and cash payment for the DDEs in respect of your RSUs will be transferred to your Beneficiary (as defined in the Plan).

3. RESTRICTED PERIOD, FORFEITURE

Except as otherwise provided in Section 4 below or as required to satisfy a Tax withholding obligation as provided in Section 2 above, all of your RSUs will be forfeited and all of your rights to the RSUs and to receive Stock for your RSUs and to receive cash payment for the DDEs will cease without further obligation on the part of the Corporation unless (i) except as described in Section 9, you personally accept this Award Agreement as provided in Section 9 by the Acceptance Deadline, and (ii) you provide services to the Corporation as an Employee of the Corporation throughout the entire Restricted Period. The Restricted Period begins on the Award Date and terminates on February 22, 2026 (the "Vesting Date"), subject only to the specific exceptions provided below.

4. DEATH, DISABILITY, LAYOFF, RETIREMENT

(a) Death and Disability

Your RSUs and the DDEs will immediately vest and no longer be subject to the continuing employment requirement if:

- (i) you die while still employed by the Corporation; or
- (ii) you terminate employment as a result of your total disability. Your employment will be treated as terminating because of a total disability on the date you commence receiving a benefit under the Corporation's long-

term disability plan in which you participate (or, if you are not enrolled in the Corporation's long-term disability plan, on the date on which long-term disability benefits would have commenced under the plan under which you would have been covered, had you enrolled, using the standards set forth in that plan).

The vested RSUs will be exchanged for shares of Stock, and the DDEs will be paid in cash as soon as practicable, but no later than sixty (60) days after the date of your termination of employment, on account of death or total disability, and in no event later than the March 15 next following the year in which such termination occurs (or, for taxpayers in Canada or as otherwise required by local country law, in no event later than the December 31 following such termination).

Except as otherwise determined by the Corporation in its discretion in accordance with Section 9, in the event that you die and have not properly acknowledged acceptance of the Award prior to your death (or by the Acceptance Deadline, whichever comes first), you will forfeit all of your RSUs granted hereunder and all of your rights to the RSUs and to receive Stock for your RSUs and the DDEs will cease without further obligation on the part of the Corporation.

(b) Retirement

If you retire from the Corporation and the effective date of your retirement is after August 22, 2023 (the "Minimum Service Date"), but before the Vesting Date, you will continue to vest in your RSUs and the DDEs as if you had remained employed by the Corporation until the Vesting Date. The effective date of your retirement is the first day following the date you terminate service with the Corporation.

The vested RSUs will be exchanged for shares of Stock, and the related DDEs associated with the vested portion of your RSUs will be paid in cash, on or as soon as practicable after the Vesting Date, but in no event later than the March 15 following the end of the Restricted Period (or, for taxpayers in Canada or as otherwise required by local country law, in no event later than the December 31 following the end of the Restricted Period).

For purposes of this provision, the term "retirement" means retirement from service following attainment of (i) age 55 and ten years of service (at the time of termination), or (ii) age 65.

(c) Layoff

If you are laid off by the Corporation (including through a voluntary separation program that constitutes a window program under Section 409A of the Code) and the effective date of your layoff is after the Minimum Service Date, but before the Vesting Date, you will be eligible to receive a fraction of your RSUs and the associated DDEs on such fraction, with the numerator of such fraction being the number of days in the Restricted Period before your employment as an Employee terminated due to layoff, and the denominator being the total number of days in the Restricted Period. Fractional shares shall be rounded up to the next whole share. Notwithstanding the foregoing, if you are an employee who has been identified by the Corporation as subject to Divestiture (as defined in Section 6 below), and the effective date of your layoff is after the Award Date but before the Minimum Service Date, you will be eligible for pro-rata vesting as described in this Section 4(c).

As a condition to the vesting of any RSUs (and associated DDEs) upon your layoff in accordance with this Section, you will be required to execute and deliver to the Corporation a general release of claims against the Corporation in a form acceptable to the Corporation within the time period specified by the Corporation in such release and not revoke such release within any revocation period provided for therein. Except as otherwise expressly provided by the Corporation in writing, a failure to satisfy this condition will result in forfeiture of such RSUs (and associated DDEs) upon your layoff during the Restricted Period.

The vested portion of your RSUs will be exchanged for shares of Stock, and the related DDEs associated with the vested portion of your RSUs will be paid in cash, on or as soon as practicable after the Vesting Date, but in no event later than the March 15 following the end of the Restricted Period (or, for taxpayers in Canada or as otherwise required by local country law, in no event later than the December 31 following the end of the Restricted Period).

If you are employed in Canada, for purposes of the Award Agreement, the date of termination of employment will be the last day of actual and active employment. For the avoidance of doubt, except as may be required by applicable minimum standards legislation, no period of notice or payment in lieu of notice that is given or that ought to have been given under any applicable law or contract in respect of such termination of employment that follows or is in respect of a period after your last day of actual and active employment, if any, will be considered as extending your period of employment for purposes of determining your entitlement under this Award Agreement.

5. RESIGNATION OR TERMINATION BEFORE THE VESTING DATE

Except where prohibited by law, if you resign or your employment otherwise terminates before the Vesting Date, other than on account of death, total disability, layoff, or retirement (as described above), or Divestiture or Change in Control (as described below), you will forfeit your RSUs and the related DDEs on the date of your termination.

Except where prohibited by law, if your employment terminates for any reason before the Vesting Date, by action of the Corporation due to your misconduct, then you will forfeit your RSUs and the associated DDEs on the date of your termination. If your employment terminates due to your misconduct after the Minimum Service Date, but before the Vesting Date, then you will not be eligible for continued vesting under Section 4(b) of the Award Agreement, even if at the time of your termination due to misconduct you have attained (i) age 55 and ten years of service, or (ii) age 65. The business area or Enterprise Operations review committee responsible for determinations of misconduct, or the Committee if you are an Elected Officer, will determine if your employment terminates due to misconduct.

6. DIVESTITURE

In the event of a Divestiture (as defined below) of all or substantially all of a business operation of the Corporation and such Divestiture results in the termination of your employment with the Corporation or its subsidiaries and the transfer of such employment to the other party to the Divestiture or the entity resulting from the Divestiture (or its affiliate), then the Committee may arrange for such other party or entity to assume or continue your RSUs or substitute equivalent restricted securities for your RSUs, with the same terms and conditions that apply to your RSUs pursuant to this Award Agreement, and the remainder of this Section 6 shall not apply.

If (i) such assumption, continuance or substitution of your RSUs does not occur, (ii) the Divestiture results in the termination of your employment with the Corporation or its subsidiaries, and (iii) your employment transfers to the other party to the Divestiture or the entity resulting from the Divestiture (or its affiliate), then the following rules will apply:

(a) Pro-rata Vesting. You shall be eligible to receive a fraction of your RSUs and the associated DDEs with respect to such fraction. The numerator of such fraction shall equal the number of days in the Restricted Period before your employment as an Employee terminated due to the Divestiture, and the denominator shall equal the total number of days in the Restricted Period. Fractional shares shall be rounded up to the next whole share.

(b) Special Rule if Retirement Eligible. Notwithstanding Section 6(a) immediately above, if at the time your employment with the Corporation or its subsidiaries terminates due to Divestiture and transfers to the other party to the Divestiture or the resulting entity to the Divestiture (or its affiliate), you are eligible for retirement treatment under Section 4(b) above (without regard to whether your termination occurs after the Minimum Service Date), then the

Corporation will treat you as having retired and apply the vesting provision in Section 4(b) above to your RSUs.

(c) **No Further Rights.** The Committee shall have complete and absolute discretion to make the determinations called for under this Section 6, and all such determinations shall be binding on you and on any person who claims all or any part of your RSUs and associated DDEs on your behalf as well as on the Corporation. If you terminate employment during the Restricted Period due to Divestiture but are eligible to receive a portion of your RSUs and associated DDEs as a result of this Section 6, payment of such portion of your RSUs and associated DDEs shall be in full satisfaction of all rights you have under this Award Agreement and you will receive shares of Stock in exchange for RSUs and the cash payment for the DDEs as soon as practicable, but no later than sixty (60) days after your termination of employment with the Corporation.

For the purposes of this Section 6, the term "Divestiture" shall mean a transaction that results in the transfer of control of the business operation divested to any person, corporation, association, partnership, joint venture, limited liability company or other business entity of which less than 50% of the voting stock or other equity interests (in the case of entities other than corporations), is owned or controlled directly or indirectly by the Corporation, by one or more of the Corporation's subsidiaries or by a combination thereof.

7. CHANGE IN CONTROL DURING THE RESTRICTED PERIOD

In the event of a consummation of a Change in Control during the Restricted Period, the number of RSUs subject to this Award and associated DDEs will become vested (i) on the effective date of the Change in Control if the RSUs are not assumed, continued, or equivalent restricted securities are not substituted for the RSUs by the Corporation or its successor, or (ii) if the RSUs are assumed, continued or substituted by the Corporation or its successor, on the effective date of your involuntary termination by the Corporation or its successor other than for Cause (as defined herein, not including death or total disability) or your voluntary termination with Good Reason (as defined herein), in either case, within the 24-month period following the consummation of the Change in Control.

In the event the RSUs and associated DDEs vest in accordance with this Section 7 (whether immediately following the Change in Control or following your termination), the shares of Stock or equivalent substituted securities in which you have become vested and the associated DDEs (less any Tax withholding) shall be delivered to you within 14 days of the date on which you become vested.

(a) "Cause" shall mean either of the following:

- (i) Conviction for an act of fraud, embezzlement, theft or other act constituting a felony (other than traffic-related offenses or as a result of vicarious liability); or
- (ii) Willful misconduct that is materially injurious to the Corporation's financial position, operating results or reputation; provided, however that no act or failure to act shall be considered "willful" unless done, or omitted to be done, by you (a) in bad faith; (b) for the purpose of receiving an actual improper personal benefit in the form of money, property or services; or (c) in circumstances where you had reasonable cause to believe that the act or failure to act was unlawful.

(b) "Good Reason" shall mean, without your express written consent, the occurrence of any one or more of the following after the Change in Control:

- (i) A material and substantial reduction in the nature or status of your authority or responsibilities;
- (ii) A material reduction in your annualized rate of base salary;
- (iii) A material reduction in the aggregate value of your level of participation in any short or long term incentive cash compensation plan, employee benefit or retirement plan or compensation practices, arrangements, or policies;
- (iv) A material reduction in the aggregate level of participation in equity-based incentive compensation plans; or
- (v) Your principal place of employment is relocated to a location that is greater than 50 miles from your principal place of employment on the date the Change in Control is consummated.

Your continued employment following an event that would constitute a basis for voluntary termination with Good Reason shall not constitute Good Reason if you consent to, or waive your rights with respect to any circumstances constituting Good Reason. In addition, the occurrence of an event described in (i) through (v) shall constitute the basis for voluntary termination for Good Reason only if you provide written notice of your intent to terminate employment within 90 days of the first occurrence of such event and the Corporation has had at least 30 days from the date on which such notice is provided to cure such occurrence. If you do not terminate employment for Good Reason within 180 days after the first occurrence of the applicable grounds, then you will be deemed to have waived your right to terminate for Good Reason with respect to such grounds.

8. AMENDMENT AND TERMINATION OF PLAN OR AWARDS

As provided in Section 9 of the Plan, subject to certain limitations contained within Section 9, the Board of Directors may at any time amend, suspend or discontinue the Plan and the Committee may at any time deviate from or amend this Award Agreement. Notwithstanding Section 9 of the Plan, no such amendment, suspension or discontinuance of the Plan or deviation from or amendment of Award Agreements will, except with your express written consent, adversely affect your rights under this Award Agreement. This Award Agreement shall not be amended or interpreted in a manner that is reasonably believed to result in the imposition of Tax under Section 409A of the Code.

9. ACCEPTANCE OF AWARD AGREEMENT; ELECTRONIC DELIVERY

No Award is enforceable until you properly acknowledge your acceptance of this Award Agreement by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than the Acceptance Deadline. Acceptance of this Award Agreement must be made only by you personally or by a person acting pursuant to a power of attorney in the event of your inability to acknowledge your acceptance (and not by your estate, your spouse or any other person) and constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award. Notwithstanding the foregoing, this Award will be enforceable and deemed accepted, and will not be forfeited, if you are unable to accept this Award Agreement personally by the Acceptance Deadline, due to your death, disability, incapacity, deployment in the Armed Forces, or similar unforeseen circumstance as determined by the Corporation in its discretion. If you desire to accept this Award, you must acknowledge

your acceptance and receipt of this Award Agreement electronically on or before the Acceptance Deadline, by going to the Stock Plan System at <http://www.stockplanconnect.com>.

Assuming prompt and proper acknowledgment of this Award Agreement as described above, this Award will be effective as of the Award Date.

By accepting this Award Agreement, you consent to receive copies of the Prospectus applicable to this Award from the Stock Plan System (<http://www.stockplanconnect.com>) as well as to electronic delivery of the Corporation's annual report on Form 10-K, proxy statement and quarterly reports on Form 10-Q. This consent can only be withdrawn by written notice to the Vice President of Total Rewards at Lockheed Martin Corporation, Mail Point 126, 6801 Rockledge Drive, Bethesda, MD 20817.

The Corporation will deliver any documents related to RSUs awarded under the Plan or future RSUs that may be awarded under the Plan through the Stock Plan System. The Corporation will request your consent to participate in the Plan through the Stock Plan System. You hereby consent to receive such documents and agree to participate in the Plan through the Stock Plan System.

Except as described above, if you do not personally acknowledge your acceptance of this Award Agreement on or before the Acceptance Deadline, this Award will be forfeited as noted above.

10. POST-EMPLOYMENT COVENANTS

Except where prohibited by law, by accepting this Award Agreement as described in Section 9, you agree to the terms of the Post-Employment Conduct Agreement contained in Exhibit A to this Award Agreement.

11. STOCK OWNERSHIP REQUIREMENTS

Except where prohibited by law, by accepting this Award Agreement through the procedure described in Section 9, you acknowledge receipt of the Stock Ownership Requirements ("Ownership Requirements") attached as Exhibit B and agree to comply with such Ownership Requirements as amended from time to time. If you are not a Vice President (or above) on the Award Date, but you are promoted to Vice President (or above) prior to the Vesting Date, the Ownership Requirements as in effect at that time shall become applicable to you on the date of your promotion to Vice President (or above).

12. DATA PRIVACY CONSENT FOR EMPLOYEES LOCATED OUTSIDE OF THE UNITED STATES

To the extent recognized under applicable law, if you are located outside of the United States, then by accepting this Award Agreement as described in Section 9, you hereby explicitly and unambiguously consent to, and acknowledge the need for, the collection, use and transfer, in electronic or other form, of your Personal Data (defined below) as described in this Award Agreement by and among the Corporation for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Corporation collects, holds, uses, and processes certain information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Corporation, details of all awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Corporation acts as the controller/owner of this Personal Data, and processes this Personal Data for purposes of implementing, administering, and managing the Plan. The Corporation protects the Personal Data that it receives in the United States from the European Union ("EU"),

or any other location outside the United States, in accordance with data transfer agreements based on EU-approved Standard Contractual Clauses.

You understand that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country may have different, including less stringent, data privacy laws and protections than your country. You may request a list with the names and addresses of any third-party recipients of the Personal Data at any time by contacting your local human resources representative. When disclosing Personal Data to these third parties, the Corporation provides appropriate safeguards for protecting the transfer of your Personal Data, such as establishing standard data protection clauses with the third parties as adopted by the European Commission. You may request a copy of, or information about, such safeguards by contacting your local human resources representative. You recognize that the Corporation and any other possible recipients including any present or future third-party recipients must receive, possess, use, retain and transfer your Personal Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom the Corporation may elect to administer the settlement of any award. You understand that Personal Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan and comply with applicable legal requirements.

To the extent provided by your local law, you may, at any time, have the right to request: access to your Personal Data, rectification of your Personal Data, erasure of your Personal Data, restriction of processing of your Personal Data, portability of your Personal Data and information about the storage and processing of your Personal Data. You may also have the right to object, on grounds related to a particular situation, to the processing of your Personal Data, as well as to refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

13. EMPLOYEE ACKNOWLEDGEMENT

You acknowledge and agree that:

- (a) the Plan is discretionary in nature and the Committee may amend, suspend, or terminate it at any time;
- (b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of any RSUs, or benefits in lieu of any RSUs even if RSUs have been granted repeatedly in the past;
- (c) all determinations with respect to such future RSUs, if any, including but not limited to the times when RSUs shall be granted or when RSUs shall vest, will be at the sole discretion of the Committee or its delegate;
- (d) your participation in the Plan is voluntary;
- (e) the value of the RSUs is an extraordinary item of compensation, which is outside the scope of your employment contract (if any), except as may otherwise be explicitly provided in your employment contract;
- (f) the RSUs are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating termination, severance, resignation, redundancy, end of service, or similar payments, or bonuses, long-service awards, pension or retirement benefits;

(g) the RSUs shall expire upon termination of your employment for any reason except as may otherwise be explicitly provided in the Plan and this Award Agreement;

(h) the future value of the shares is unknown and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages arises from the termination of the RSUs in accordance with the Plan and this Award Agreement or diminution in value of the RSUs or Stock and you irrevocably release the Corporation and your employer from any such claim that may arise;

(j) if you are a resident of Australia, the Award is offered pursuant to Part 7.12 Division 1A of the Corporations Act 2001 (Cth) (Note that you may be restricted from selling the Stock within 12 months of acquiring the Stock. You should consult with your personal legal advisor to confirm the requirements for selling the Stock);

(k) if you are a resident of Türkiye, that the offer of this Award is a private offering which shall in no way be considered as a public offering within the meaning of the rules of the Capital Markets Board of Turkey and has been made by the Corporation to you personally in connection with your existing relationship with the Corporation or one or more of its affiliates, subsidiaries and/or related companies, and further, that the Award, the related shares of the Stock and the related offer thereof are not subject to regulation by any securities regulator in Türkiye, or otherwise outside of the U.S.;

(l) if you are a resident of Hong Kong, the Award and any Stock issued thereunder do not constitute a public offer of securities under Hong Kong law; and

(m) if you are a resident of Israel, you will hold any Stock issued to you upon the vesting of the Award with the Corporation's designated broker, and you may not transfer such Stock to an account with another broker or request that share certificates be issued to you, until such time as you sell the Stock.

14. ENGLISH LANGUAGE

You have received the terms and conditions of this Award Agreement and any other related communications, and you consent to having received these documents in English. If you have received this Award Agreement or any other documents related to the Plan translated into a language other than English, and if the translated version is different from the English version, the English version will control.

Quebec Residents Only: The Parties have agreed that this Award Agreement, the Plan as well as any notice, document or instrument relating to them be drawn up in English only. You acknowledge that, upon your reasonable request, the Corporation will provide a French translation of such documents to you. Les parties aux présentes ont convenu que la présente accord, le "Plan," ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement. Vous reconnaissez que, à votre demande raisonnable, "the Corporation" fournit une traduction française de ces documents à vous.

15. CURRENCY EXCHANGE RISK

If your functional currency is not the U.S. dollar, you agree and acknowledge that you will bear any and all risk associated with the exchange or fluctuation of currency associated with the RSUs, including without limitation sale of the Stock and payment of DDEs (the "Currency Exchange Risk"). Any cash payments due to you under this Award Agreement will be converted to your functional currency at the rate determined by the Corporation, in its discretion, on the last day of the Restricted Period. You waive and release the Corporation and its subsidiaries from any potential claims arising out of the Currency Exchange Risk.

16. EXCHANGE CONTROL REQUIREMENTS

You agree and acknowledge that you will comply with any and all exchange control requirements applicable to the RSUs and the sale of Stock and any resulting funds including, without limitation, reporting or repatriation requirements. You further agree and acknowledge that you will determine whether any such requirements are applicable to the Award and any resulting funds, and that you are not relying on the Corporation for any advice in this regard.

17. MISCELLANEOUS

If you are on leave of absence, for the purposes of the Plan, you will be considered to still be in the employ of the Corporation unless otherwise provided in an agreement between you and the Corporation.

Nothing contained in this Award Agreement shall confer upon you any right of continued employment by the Corporation or guarantee that any future awards will be made to you under the Plan. In addition, nothing in this Award Agreement limits in any way the right of the Corporation to terminate your employment at any time. Neither the value of the RSUs awarded to you nor the DDEs will be taken into account for other benefits offered by the Corporation, including but not limited to retirement benefits. Notwithstanding any other provision of this Award Agreement to the contrary, no Stock will be issued to you pursuant to this Award Agreement within six months from the Award Date.

Transactions involving Stock delivered under this Award Agreement are subject to the securities laws and CPS 722 (a copy of which has been made available to you). Among other things, CPS 722 prohibits employees of the Corporation from engaging in transactions that violate securities laws or involve hedging or pledging stock. Insiders are subject to additional restrictions. **The Corporation recommends that Insiders consult with the Senior Vice President, General Counsel and Corporate Secretary or staff before entering into any transactions involving Stock or RSUs.**

You have no rights as a stockholder to any securities covered by this Award Agreement until the date on which you become the holder of record of such securities. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Plan.

Exhibit A
Post-Employment Conduct Agreement
(Annual RSU Grant)

This Post-Employment Conduct Agreement (this "PECA") attached as Exhibit A to the Award Agreement with an Award Date of February 22, 2023 (the "Award Agreement"), is entered into in consideration of, among other things, the grant of restricted stock units to me under the Award Agreement (the "RSUs") pursuant to the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (the "Plan") and the consideration set forth in Section 2 below. References to the "Corporation" shall include Lockheed Martin Corporation and its Subsidiaries. By accepting the RSUs, I agree as follows:

1. Restrictions Following Termination of Employment.

(a) Covenant Not To Compete – Without the express written consent of the "Required Approver" (as defined in Section 6), during the "Restricted Period" (as defined in Section 6) I will not, directly or indirectly, be employed by, provide services to, or advise a "Restricted Company" (as defined in Section 6), whether as an employee, advisor, director, officer, partner or consultant, or in any other position, function or role that, in any such case,

- (i) oversees, controls or affects the design, operation, research, manufacture, marketing, sale or distribution of "Competitive Products or Services" (as defined in Section 6) of or by the Restricted Company, or
- (ii) would involve a substantial risk that the "Confidential or Proprietary Information" (as defined in Section 1(c) below) of the Corporation (including but not limited to technical information or intellectual property, strategic plans, information relating to pricing offered to the Corporation by vendors or suppliers or to prices charged or pricing contemplated to be charged by the Corporation, information relating to employee performance, promotions or identification for promotion, or information relating to the Corporation's cost base) could be used to the disadvantage of the Corporation.

I acknowledge and agree that: (A) enforcement of this PECA pursuant to Sections 1(a)(i) and (ii) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Sections 1(a)(i) and (ii) shall not apply to me if I am a resident of or work in California, or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

To the extent permitted by applicable law, including but not limited to any applicable rules governing attorney conduct (such as the ABA Model Rules of Professional Conduct and state versions thereof), Sections 1(a)(i) and (ii) and Section 1(b) relating to non-solicitation, shall apply to individuals who are employed by the Corporation in an attorney position and whose occupation during the Restricted Period does not include practicing law.

In lieu of Section 1(a)(i) and (ii), as well as Section 1(b) relating to non-solicitation, the following Section 1(a)(iii) shall apply to individuals who are employed by the Corporation in an attorney position, and whose occupation during the Restricted Period includes practicing law.

- (iii) Post-Employment Activity As a Lawyer – I acknowledge that as counsel to the Corporation, I owe ethical and fiduciary obligations to the Corporation and that at least some of these obligations will continue even after the "Termination Date" (as defined in Section 6). I agree that after my Termination Date I will comply fully with all applicable ethical and fiduciary obligations that I owe to the Corporation. To the extent permitted by

applicable law, including but not limited to any applicable rules governing attorney conduct, I agree that I will not:

- a. Represent any client in the same or a substantially related matter in which I represented the Corporation where the client's interests are materially adverse to the Corporation; or
- b. Disclose confidential information relating to my representation of the Corporation, including the disclosure of information that is to the disadvantage of the Corporation, except for information that is or becomes generally known.

The Corporation's Senior Vice President, General Counsel, and Corporate Secretary or the General Tax Counsel, as applicable, will determine in their discretion whether an individual is employed by the Corporation in an attorney position.

(b) Non-Solicit – Without the express written consent of the Required Approver, during the two-year period following the Termination Date, I will not (i) cause or attempt to cause, directly or indirectly, the complete or partial loss of any contract in effect before the Termination Date between the Corporation and any customer, supplier, distributor or manufacturer of or to the Corporation with which I was responsible, in whole or in part, for soliciting, negotiating, implementing, managing, or overseeing or (ii) induce or attempt to induce, directly or indirectly, any person who is an employee of the Corporation with whom I worked or interacted with within two years prior to the Termination Date to cease employment with the Corporation in order to perform work or services for any entity other than the Corporation.

I acknowledge and agree that: (A) the enforcement of this PECA pursuant to Section 1(b)(i) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Section 1(b)(i) shall not apply to me if I am a resident of or work in California, or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

(c) Protection of Proprietary Information – Except to the extent required by law, following my Termination Date, I will have a continuing obligation to comply with the terms of any non-disclosure or similar agreements that I signed while employed by the Corporation committing to hold confidential the "Confidential or Proprietary Information" (as defined below) of the Corporation or any of its affiliates, subsidiaries, related companies, joint ventures, partnerships, customers, suppliers, partners, contractors or agents, in each case in accordance with the terms of such agreements. I will not use or disclose or allow the use or disclosure by others to any person or entity of Confidential or Proprietary Information of the Corporation or others to which I had access or that I was responsible for creating or overseeing during my employment with the Corporation. In the event I become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or otherwise) to disclose any proprietary or confidential information, I will immediately notify the Corporation's Senior Vice President, General Counsel and Corporate Secretary as to the existence of the obligation and will cooperate with any reasonable request by the Corporation for assistance in seeking to protect the information. All materials to which I have had access, or which were furnished or otherwise made available to me in connection with my employment with the Corporation shall be and remain the property of the Corporation. For purposes of this PECA, "Confidential or Proprietary Information" means trade secrets, as defined by the federal Defend Trade Secrets Act of 2016 and/or applicable state trade secret law, and Sensitive Information within the meaning of CRX-015 (a copy of which has been made available to me), including but not limited to information that a person or entity desires to protect from unauthorized disclosure to third parties that can provide the person or entity with a business, technological, or economic advantage over its competitors, or which, if known or used by third parties or if used by the person's or entity's employees or agents in an unauthorized manner, might be detrimental to the

person's or entity's interests. Confidential or Proprietary Information may include, but is not limited to:

- (i) existing and contemplated business, marketing and financial business information such as business plans and methods, marketing information, cost estimates, forecasts, financial data, cost or pricing data, bid and proposal information, customer identification, sources of supply, contemplated product lines, proposed business alliances, and information about customers and competitors,
- (ii) existing and contemplated technical information and documentation pertaining to technology, know how, equipment, machines, devices and systems, computer hardware and software, compositions, formulas, products, processes, methods, designs, specifications, mask works, testing or evaluation procedures, manufacturing processes, production techniques, research and development activities, inventions, discoveries, and improvements, and
- (iii) human resources and personnel information.

(d) No Disparagement – Following the Termination Date, I will not make any statements, whether verbal or written, that disparage or reasonably may be interpreted to disparage the Corporation or its directors, officers, employees, technology, products or services with respect to any matter whatsoever.

(e) Cooperation in Litigation and Investigations – Following the Termination Date, I will, to the extent reasonably requested, cooperate with the Corporation in any pending or future litigation (including alternative dispute resolution proceedings) or investigations in which the Corporation or any of its subsidiaries or affiliates is a party or is required or requested to provide testimony and regarding which, as a result of my employment with the Corporation, I reasonably could be expected to have knowledge or information relevant to the litigation or investigation. Notwithstanding any other provision of this PECA, nothing in this PECA shall affect my obligation to cooperate with any governmental inquiry or investigation or to give truthful testimony in court.

(f) Communications with Regulatory Authorities – Nothing in this PECA prohibits or restricts me (or my attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission or any other federal or state regulatory authority regarding a possible securities law violation.

(g) Notices under the Defend Trade Secrets Act and NLRA – Notwithstanding anything in this PECA to the contrary:

- (i) I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (ii) If I file a lawsuit for retaliation by the Corporation for reporting a suspected violation of law, I may disclose the Corporation's trade secrets to my attorney and use the trade secret information in the court proceeding if I (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.
- (iii) Nothing in this PECA in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or

impeding, me from (1) exercising my rights under Section 7 of the National Labor Relations Act (NLRA); or (2) otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

2. Consideration and Acknowledgement. I acknowledge and agree that the benefits and compensation opportunities being made available to me under the Award Agreement are in addition to the benefits and compensation opportunities that otherwise are or would be available to me in connection with my employment by the Corporation and that the grant of the RSUs is expressly made contingent upon my agreements with the Corporation set forth in this PECA. I acknowledge that the scope and duration of the restrictions in Section 1 are necessary to be effective and are fair and reasonable in light of the value of the benefits and compensation opportunities being made available to me under the Award Agreement. I further acknowledge and agree that as a result of the high level executive and management positions I hold with the Corporation and the access to and extensive knowledge of the Corporation's Confidential or Proprietary Information, employees, suppliers and customers, these restrictions are reasonably required for the protection of the Corporation's legitimate business interests, including, but not limited to, the Corporation's Confidential or Proprietary Information.

3. Remedies For Breach of Section 1; Additional Remedies of Clawback and Recoupment.

(a) I agree, upon demand by the Corporation, to forfeit, return or repay to the Corporation the "Benefits and Proceeds" (as defined below) in the event any of the following occur:

- (i) I breach any of the covenants or agreements in Section 1;
- (ii) The Corporation determines that either (a) my intentional misconduct or gross negligence, or (b) my failure to report another person's intentional misconduct or gross negligence of which I had knowledge during the period I was employed by the Corporation, contributed to the Corporation having to restate all or a portion of its financial statements filed for any period with the Securities and Exchange Commission;
- (iii) The Corporation determines that I engaged in fraud, bribery, or any other illegal act, or that my intentional misconduct or gross negligence (including the failure to report another person's intentional misconduct or gross negligence of which I had knowledge during the period I was employed by the Corporation) contributed to another person's fraud, bribery, or other illegal act, which in any such case adversely affected the Corporation's financial position or reputation;
- (iv) The Corporation determines that my intentional misconduct or gross negligence caused severe reputational or financial harm to the Corporation;
- (v) The Corporation determines that I misappropriated Confidential or Proprietary Information, as defined in Section 1(c), and I (A) intended to use the misappropriated Confidential or Proprietary Information to cause severe reputational or financial harm to the Corporation or (B) used the misappropriated Confidential or Proprietary Information in a manner that caused severe reputational or financial harm to the Corporation; or
- (vi) Under such other circumstances specified in a written recovery policy adopted by the Corporation to comply with Rule 10D-1 under the Securities Exchange Act and New York Stock Exchange listing standards

requiring the Corporation to recover from executive officers erroneously awarded compensation.

(b) The remedy provided in Section 3(a) shall not be the exclusive remedy available to the Corporation for any of the conduct described in Section 3(a) and shall not limit the Corporation from seeking damages or injunctive relief. For purposes of Section 3(a), a determination by the Corporation means, with respect to an Elected Officer, a determination by the Management Development and Compensation Committee of the Board of Directors of the Corporation (the "Committee") and, with respect to any other employee, a determination by a review committee consisting of the Senior Vice President, Chief Human Resources Officer, the Senior Vice President, Ethics and Enterprise Assurance, and the Senior Vice President, General Counsel and Corporate Secretary (the "Review Committee").

(c) For purposes of this Section 3, "Benefits and Proceeds" means (i) to the extent I own Stock issued in respect of vested RSUs, such Stock; (ii) to the extent I no longer own the shares of Stock of the Corporation issued in respect of the RSUs, cash in an amount equal to the greater of (x) the value of such Stock on the date the associated RSUs vested (which, unless otherwise determined by the Committee or the Review Committee, as applicable, shall be equal to the closing price of the shares of Stock as finally reported by the New York Stock Exchange on such date), and (y) the proceeds received in connection with the disposition of such Stock; and (iii) to the extent I have not earned the RSUs fully, all of my remaining rights, title or interest in my Award and any accrued dividend equivalents with respect thereto.

4. Injunctive Relief. I acknowledge that the Corporation's remedies at law may be inadequate to protect the Corporation against any actual or threatened breach of the provisions of Section 1 or the conduct described in Section 3(a), and, therefore, without prejudice to any other rights and remedies otherwise available to the Corporation at law or in equity (including but not limited to, an action under Section 3(a)), the Corporation shall be entitled to the granting of injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security.

5. Invalidity; Unenforceability. It is the desire and intent of the parties that the provisions of this PECA shall be enforced to the fullest extent permissible. The covenants in each section of this PECA are independent of any other provisions of this PECA. Each term in this PECA constitutes a separate covenant between the parties, and each term is fully severable from any other term. The parties agree if any particular paragraphs, subparagraphs, phrases, words, or other portions of this PECA are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to comport with the reasonable intent and expectations of the parties and in favor of providing reasonable protection to all of the Corporation's legitimate business interests, and such modification shall not affect the remaining provisions of this PECA, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this PECA, and all remaining terms and provisions shall remain enforceable.

6. Definitions. Capitalized terms not defined in this PECA have the meaning given to them in the Plan, as applicable. For purposes of this PECA, the following terms have the meanings given below:

(a) "Restricted Company" means The Boeing Company, General Dynamics Corporation, Northrop Grumman Corporation, Raytheon Technologies Corporation, Honeywell International Inc., BAE Systems Inc., L3Harris Technologies, Inc., Thales, Airbus Group, Inc., Textron Inc., Leonardo S.p.A., Leidos Holdings, Inc., Space Exploration Technologies Corp. and (i) any entity directly or indirectly controlling, controlled by, or under common control with any of the foregoing, and (ii) any successor to all or part of the business of any of the foregoing as a result of a merger, reorganization, consolidation, spin-off, split-up, acquisition, divestiture, or similar transaction, or as a result of a name change.

(b) "Competitive Products or Services" means products or services that compete with, or are an alternative or potential alternative to, products sold or services provided by a subsidiary, business area, division or operating unit or business of the Corporation as of the Termination Date and at any time within the two-year period ending on the Termination Date; provided, that, (i) if I had direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided during that two-year period by the subsidiary, business area, division or operating unit of the Corporation for which I had responsibility, and (ii) if I did not have direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided by a subsidiary, business area, division or operating unit of the Corporation for which I had access (or was required or permitted such access in the performance of my duties or responsibilities with the Corporation) to Confidential or Proprietary Information of the Corporation at any time during the two-year period ending on the Termination Date.

(c) "Required Approver" means:

- (i) with respect to the Chairman, President and Chief Executive Officer, the Management Development and Compensation Committee of the Corporation's Board of Directors;
- (ii) with respect to any Elected Officer (other than the Chairman, President and Chief Executive Officer), the Corporation's Chief Executive Officer; or
- (iii) with respect to all other employees, the Senior Vice President, Chief Human Resources Officer of the Corporation.

(d) "Elected Officer" means an officer of the Corporation who was elected to their position by the Corporation's Board of Directors.

(e) "Restricted Period" means:

- (i) with respect to an employee who is an Elected Officer at any time during the six-month period prior to their Termination Date, the two-year period following the Termination Date; or
- (ii) with respect to all other employees, the one-year period following the Termination Date.

(f) "Termination Date" means the date of my termination of employment with the Corporation.

7. Miscellaneous.

(a) The Plan, the Award Agreement (with Exhibit B) and this PECA constitute the entire agreement governing the terms of the award of the RSUs to me.

(b) This PECA shall be governed by Maryland law, without regard to its provisions governing conflicts of law. Any enforcement of, or challenge to, this PECA may only be brought in the United States District Court for the District of Maryland, unless it is determined that such court does not have subject matter jurisdiction, in which case any such enforcement or challenge must be brought in the Circuit Court of Montgomery County in the State of Maryland. Both parties consent to the proper jurisdiction and venue of such court, as applicable, for the purpose of enforcing or challenging this PECA. This Section 7(b) shall not apply to residents of California.

(c) This PECA shall inure to the benefit of the Corporation's successors and assigns and may be assigned by the Corporation without my consent.

(d) This PECA provides for certain obligations on my part following the Termination Date and shall not, by implication or otherwise, affect in any way my obligations to the Corporation during the term of my employment by the Corporation, whether pursuant to written agreements between the Corporation and me, the provisions of applicable Corporate policies that may be adopted from time to time or applicable law or regulation.

(e) The restrictive covenants and other terms in this PECA are to be read consistent with the terms of any other restrictive covenants or other agreements that I have executed with the Corporation; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to the Corporation, even if such construction would require provisions of more than one such agreement to be given effect.

(f) The obligations I have undertaken in this PECA shall survive the Termination Date and no dispute regarding any other provisions of this PECA or regarding my employment or the termination of my employment shall prevent the operation and enforcement of these obligations.

(g) I acknowledge and agree that different restrictive covenant obligations than those set forth above may apply to me if I reside or work in certain jurisdictions. While I reside or work in such a jurisdiction, including on my last day of employment with the Corporation, I agree that the restricted activities set forth above, as well as any other applicable obligations set forth in this PECA, shall be superseded only as set forth in the applicable Addendum attached hereto.

This PECA is effective as of the acceptance by me of the award of RSUs under the Award Agreement and is not contingent on the vesting of my RSUs.

COLORADO ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

Notice of Restrictive Covenant to Colorado Employees

This notice is to advise you that the Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA (and as modified by this Colorado Addendum) and from disclosing or using Confidential Information as described in Section 1 of the PECA (and as modified by this Colorado Addendum).

You acknowledge that this notice was provided to you at least fourteen (14) days before the earlier of your Termination Date, as defined in the PECA, or the effective date of the consideration provided to you for such covenant. By electronically signing the Award Agreement, you expressly acknowledge and agree that you are deemed to have separately signed this notice.

The provisions of this Colorado Addendum apply only to those employees of the Corporation who primarily work or reside in the State of Colorado.

1. The following is added to the end of Section 1(a) of the PECA "Covenant Not to Compete":

The restrictions described in Section 1(a) are intended to cover geographic territory where your knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

2. The language in Section 1 of the PECA "Restrictions Following Termination of Employment" is modified by adding the following:

The restrictions related to competitive activities in Section 1(a) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

The restrictions related to solicitation activities in Section 1(b)(i) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than 60% of the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

3. The language in Section 2 of the PECA "Consideration and Acknowledgement" is modified by adding the following:

I acknowledge and agree that the restrictions in this PECA are reasonable and shall not prohibit the disclosure of information arising from my general training, knowledge, skill, or experience, whether gained on the job or otherwise, information readily ascertainable to the public, and/or information an employee has a right to disclose as legally protected conduct.

4. The language in Section 7(b) of the PECA is modified by adding the following:

I understand that if I primarily reside or work in the State of Colorado at the time my employment with the Corporation is terminated, the PECA will be subject to the laws and courts of the State of Colorado. During this period, venue shall be the State and Federal courts sitting in Colorado and the parties waive any defense, whether asserted by motion or pleading, that the venue specified by this Addendum is an improper or inconvenient venue.

DISTRICT OF COLUMBIA ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

The District of Columbia's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Corporation has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

The Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA. The provisions of this District of Columbia Addendum apply only to those employees of the Corporation who primarily work in the District of Columbia and are as follows.

1. For Elected Officers, and regarding the non-competition obligation in Section 1(a) of the PECA only, the definition of "**Restricted Period**" is modified by reducing the period from two-years after the Termination Date to one year after the Termination Date.

2. The following is added to the end of Section 1(a) of the PECA "**Covenant Not to Compete**":

I understand that the non-competition obligations under Section 1(a) shall apply to me if I am a "highly compensated employee." A "highly compensated employee" for this purpose is someone who is reasonably expected to earn at least \$150,000 during a consecutive 12-month period or whose compensation earned from the Corporation in the consecutive 12-month period preceding the date the proposed non-competition is to begin is at least \$150,000. Beginning on January 1, 2024, and each calendar year thereafter, the dollar threshold for highly compensated employee status will be adjusted based on increases in the Consumer Price Index. Compensation includes the individual's hourly wages, salary, bonuses or cash incentives, commissions, overtime premiums, vested stocked (including restricted stock units), and other payments provided on a regular or irregular basis.

The restrictions described in Section 1(a) are intended to cover geographic territory where my knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

3. A new Section "**Notice**" is added to the end of the PECA, reading as follows:

I agree that before being required to sign this PECA, the Corporation provided written notice to me that I had at least fourteen (14) calendar days to review the non-competition provision in the PECA before I must execute the PECA.

Exhibit B

Stock Ownership Requirements

Lockheed Martin's Stock Ownership Requirements for Key Employees apply to all senior level positions of Vice President and above. This reflects the expectations of our major shareholders that management demonstrate its confidence in Lockheed Martin through a reasonable level of personal share ownership. This practice is consistent with other major U.S. corporations which link some portion of personal financial interests of key employees with those of shareholders.

Stock Ownership Requirements

Title	Annual Base Pay Multiple
Chairman, President and Chief Executive Officer	6 times
Chief Operating Officer; Chief Financial Officer	4 times
Executive Vice Presidents	3 times
Senior Vice Presidents	2 times
Other Elected Officers	2 times
Other Vice Presidents	1 times

Satisfaction of Requirements

Covered employees may satisfy their ownership requirements with common stock in these categories:

- Shares owned directly.
- Shares owned by a spouse or a trust.
- Shares represented by monies invested in 401(k) Company Common Stock Funds or comparable plans.
- Share equivalents as represented by income deferred to the Company Stock Investment Option of the Deferred Management Incentive Compensation Plan (DMICP).
- Unvested Restricted Stock Units.

Key employees will be required to achieve the appropriate ownership level within five years and are expected to make continuous progress toward their target. Appointment to a new level will reset the five year requirement. Unvested Performance Share Units are not counted toward meeting the guidelines.

Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units if the ownership requirements are not yet satisfied.

Covered employees are asked to report annually on their progress toward attainment of their share ownership goals.

Award Date: February 22, 2023



**PERFORMANCE STOCK UNIT AWARD AGREEMENT GRANTED
UNDER THE LOCKHEED MARTIN CORPORATION
2020 INCENTIVE PERFORMANCE AWARD PLAN FOR
THE 2023 – 2025 PERFORMANCE PERIOD**

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING
SECURITIES THAT HAVE BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933**

This Award Agreement applies to the Performance Stock Unit (“PSUs”) Award granted by Lockheed Martin Corporation to you as of the Award Date (defined above) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (“Plan”). The term “Target Award” as used in this Award Agreement refers only to the Target Award awarded to you under this Award Agreement and the term “Award” refers only to PSUs set forth in this Award Agreement. References to the “Corporation” include Lockheed Martin Corporation and its Subsidiaries.

This Award Agreement sets forth your Target Award as well as some of the terms and conditions of your Award under the Plan, as determined by the Management Development and Compensation Committee (“Committee”) of the Board of Directors. Additional terms and conditions, including tax information, are contained in the Plan and in the Prospectus relating to the Plan of which the Plan and this Award Agreement are a part. Your Target Award is identified in the electronic stock plan award recordkeeping system (“Stock Plan System”) maintained by the Corporation or its designee at <http://www.stockplanconnect.com>. The Prospectus is also available at this website.

Except as described in Section 18, your Award is not effective or enforceable until you properly acknowledge your acceptance of the Award by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than May 31, 2023 (the “Acceptance Deadline”). **Except as described in Section 18, if you do not properly acknowledge your acceptance of this Award Agreement on or before the Acceptance Deadline, this Award will be forfeited.**

Assuming prompt and proper acknowledgement of your acceptance of this Award Agreement as described above and in Section 18, this Award will be effective as of the Award Date. Acceptance of this Award Agreement constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award and your agreement to be bound by the restrictions contained in Section 18, Exhibit A, including any addenda thereto (“Post-Employment Conduct Agreement”), and Exhibit B (“Stock Ownership Requirements”), as amended from time to time.

You are responsible for payment of all Taxes imposed on you as a result of the Award. The Corporation will comply with all applicable U.S. Tax withholding requirements applicable to the PSUs, the DDEs, and associated Stock. **Please see the Prospectus for the Plan for a discussion of certain material U.S. Tax consequences of the Award.**

Any withholding Tax on your Award will be satisfied by means of the Corporation reducing the number of shares of Stock (and associated DDEs) deliverable to you in respect of

a vested Award. If you are an Insider at the time of income tax withholding, the Corporation will base withholding on the highest individual tax rate. If you are not an Insider at the time of income tax withholding, the Corporation will base withholding on the highest individual tax rate, unless you elect otherwise in accordance with procedures established by the Corporation during an election window that may be offered by the Corporation. If you elect a lower tax rate for withholding, then you may owe additional taxes as a result of the payment of the Award. The Corporation shall also have the right to (i) offset any other obligation of the Corporation to you (including but not limited to, by withholding from your salary) by an amount sufficient to satisfy the Tax withholding obligation, or (ii) require you (or your estate) to pay the Corporation an amount equal to the Tax withholding obligation.

If you are a taxpayer in a country other than the U.S., you agree to make appropriate arrangements with the Corporation or its subsidiaries for the satisfaction of all income and employment tax withholding requirements, as well as social insurance contributions applicable to the PSUs, the DDEs, and associated Stock. Please see the tax summary for your country available on the Stock Plan System at <http://www.stockplanconnect.com>. If you are a taxpayer in a country other than the U.S., you represent that you will consult with your own tax advisors in connection with this Award and that you are not relying on the Corporation for any tax advice. If you are a taxpayer in Australia, any cash payment pursuant to this Award Agreement will be inclusive of superannuation.

Notwithstanding any other provision of this Award Agreement to the contrary, no Stock will be issued to you pursuant to this Award Agreement within six months from the Award Date. You have no rights as a stockholder to any securities covered by this Award Agreement until the date on which you become the holder of record of such securities.

Transactions involving Stock delivered under this Award Agreement are subject to the securities laws and CPS 722 (a copy of which has been made available to you). Among other things, CPS 722 prohibits employees of the Corporation from engaging in transactions that violate securities laws or involve hedging or pledging stock. Insiders are subject to additional restrictions. **The Corporation recommends that Insiders consult with the Senior Vice President, General Counsel and Corporate Secretary or staff before entering into any transactions involving Stock or PSUs.**

Capitalized terms used in this Award Agreement shall be defined in this Award Agreement or if not defined in this Award Agreement shall have the meaning given to the term in the Plan. Appendix I contains an index of all capitalized terms used in this Award Agreement.

Section 1. Shares Awarded; Performance Period; Vesting Period; Payment of Award.

1.1 Shares Awarded.

(a) Target Award. Your Target Award for the Performance Period under this Award Agreement shall be the number of whole shares of Stock identified as your Performance Stock Unit ("PSU") Target Award in your account in the Stock Plan System at <http://www.stockplanconnect.com>.

The Award paid to you shall be calculated in accordance with Section 2.1.

(b) Maximum Award. Your Maximum Award for the Performance Period under this Award Agreement shall be the number of shares of Stock equal to 200% of your Target Award, subject to the provisions of Section 2.1 and the caps contained therein.

(c) Deferred Dividend Equivalents ("DDEs"). Your Award shall include a cash amount equal to the cash that would have been paid to you had you owned the number of whole shares of Stock equal to your final Award as determined under Section 2.1(d), from the Award Date until the end of the Performance Period.

1.2 Performance Period. The “Performance Period” under this Award Agreement is the three-year performance period that runs from January 1, 2023, until December 31, 2025.

1.3 Vesting Period. The “Vesting Period” under this Award Agreement is the period that runs from February 22, 2023 until February 22, 2026.

1.4 Payment of Award. Your Award will be paid to you in whole shares of Stock (either in book entry or paper form) pursuant to Section 5. The final number of whole shares, if any, payable to you under your Award is dependent upon the Corporation’s performance with respect to each of the metrics described in Section 3 and Section 4, the limits described in Sections 1.1(b) and 2 and your continued employment with the Corporation in accordance with Section 5. As a result of these requirements, the number of whole shares of Stock you receive at the end of the Vesting Period will be between 0% and 200% of your Target Award (as described in Section 2.1 below) and may be smaller than your Maximum Award (e.g., the performance factors could result in no payment in respect of your Award). Any certificates delivered to you may contain any legend the Corporation determines is appropriate under the securities laws. If you are an Insider subject to the reporting provisions of Section 16(a) of the Exchange Act, delivery of Stock in payment of your Award for any reason may be delayed for six months. For example, if the delivery of the Stock would result in a nonexempt short-swing transaction under Section 16(b) of the Exchange Act, delivery will be delayed until the earliest date upon which the delivery either would not result in a nonexempt short-swing transaction or would otherwise not result in liability under Section 16(b) of the Exchange Act.

Section 2. Calculation of Award Payments.

2.1 End of Performance Period Calculation. Following the end of the Performance Period and prior to any shares of Stock being issued,

(a) The Committee will calculate the Total Stockholder Return Performance Factor based on the Corporation’s performance during the Performance Period relative to the performance of other corporations which compose the Peer Performance Group.

(b) The Committee will calculate the ROIC Performance Factor based on the Corporation’s ROIC during the Performance Period as compared to the projected ROIC for the Performance Period as set forth in the February 22, 2023 Committee resolution (“ROIC Target”).

(c) The Committee will calculate the Free Cash Flow Performance Factor based on the Corporation’s cumulative Free Cash Flow during the Performance Period as compared to the projected cumulative Free Cash Flow for the Performance Period as set forth in the February 22, 2023 Committee resolution (“Free Cash Flow Target”).

(d) Your “Earned Award” shall be calculated by multiplying the weighted average of the Total Stockholder Return Performance Factor, the ROIC Performance Factor, and the Free Cash Flow Performance Factor by your Target Award. Any resulting fractional share shall be rounded up to the nearest whole share. The Total Stockholder Return Performance Factor, the ROIC Performance Factor, and the Free Cash Flow Performance Factor shall be weighted as follows in determining the weighted average of the three performance factors:

Total Stockholder Return Performance Factor	50%
ROIC Performance Factor	25%
Free Cash Flow Performance Factor	25%

Notwithstanding the foregoing, the number of shares of Stock you receive as your final Award shall be reduced to the extent necessary so that the Fair Market Value of your Earned Award on the last day of the Vesting Period does not exceed the product of (a) the Fair Market

Value of a share of Stock on the Award Date, multiplied by (b) 400%, multiplied by (c) the number of shares in your Earned Award.

You must (except as specified in Section 5) remain employed by the Corporation through the last day of the Vesting Period to receive your Award. No portion of your Award will be payable until it is fully vested in accordance with Sections 5.1 and 5.2.

2.2 Adjustment of ROIC Target and Free Cash Flow Target. The Committee will adjust the ROIC Target and Free Cash Flow Target established as described in Section 2.1(b) and Section 2.1(c), respectively, to account for the impact of any purchase, acquisition, investment, disposition, or divestiture during the Performance Period with a transaction value (including the assumption of liabilities) in excess of \$1 billion at the time of the closing of the transaction. In adjusting any ROIC Target and Free Cash Flow Target to account for the impact of any transaction described above, the Committee shall also adjust the ROIC Target and Free Cash Flow Target for any related disposition(s) or divestiture(s) that may be required by any regulatory authorities in connection with or as a condition to approval or completion of such transaction (notwithstanding that any such disposition or divestiture may have a transaction value of less than \$1 billion). For the avoidance of doubt, in the case of any transaction where the Corporation's financial or ownership interest is less than one hundred percent, the determination of the transaction value for purposes of the \$1 billion threshold shall only take into account the value of the Corporation's interest.

Section 3. Total Stockholder Return Performance Factor.

3.1. Peer Performance Group. The Total Stockholder Return Performance Factor will be based upon the relative ranking of the Corporation's TSR (as defined in Section 3.2) for the Performance Period to the TSR for the Performance Period for each company in the "Peer Performance Group." The "Peer Performance Group" shall consist of the following companies (each a "Peer Company"):

Company	Ticker	Company	Ticker
AECOM	ACM	L3Harris Technologies, Inc.	LHX
AGCO Corporation	AGCO	Northrop Grumman Corporation	NOC
Builders FirstSource, Inc.	BLDR	Otis Worldwide Corporation	OTIS
Carrier Global Corporation	CARR	PACCAR Inc.	PCAR
Caterpillar Inc.	CAT	Parker-Hannifin Corporation	PH
Cummins Inc.	CMI	Quanta Services, Inc.	PWR
Deere & Company	DE	Raytheon Technologies Corporation	RTX
Eaton Corporation plc	ETN	Stanley Black & Decker, Inc.	SWK
Emerson Electric Co.	EMR	Textron Inc.	TXT
EMCOR Group, Inc.	EME	The Boeing Company	BA
General Dynamics Corporation	GD	3M Company	MMM
General Electric Company	GE	Trane Technologies plc	TT
Honeywell International Inc.	HON	United Rentals, Inc.	URI
Huntington Ingalls Industries, Inc.	HII	Univar Solutions Inc.	UNVR
Illinois Tool Works Inc.	ITW	W.W. Grainger, Inc.	GWW
Johnson Controls International plc	JCI	WESCO International, Inc.	WCC

The following rules apply to the composition and relative ranking of the Peer Performance Group during the Performance Period:

(a) If, on or before the last trading day of the twenty-fourth month of the Performance Period (i.e., on or before December 31, 2024), a Peer Company publicly announces that it has entered into a definitive agreement to be acquired (including, without limitation, a merger or other business combination of a Peer Company with another entity in which the Peer Company is not the survivor or the sale of all or substantially all of a Peer Company's assets), then that Peer Company will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period. In the case of the public announcement of a merger or other business combination involving two Peer Companies in which following the closing of such transaction neither Peer Company will survive, both Peer Companies will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period.

(b) If, after the last trading day of the twenty-fourth month of the Performance Period (i.e., after December 31, 2024), a Peer Company publicly announces that it has entered into a definitive agreement to be acquired (including, without limitation, a merger or other business combination of a Peer Company with another entity in which the Peer Company is not the survivor or the sale of all or substantially all of a Peer Company's assets), then that Peer Company's TSR ranking will be fixed at its ranking relative to the Corporation's TSR (i.e., ranking either above or below the Corporation) as of the date of the announcement. In the case of the public announcement of a merger or other business combination involving two Peer Companies in which following the closing of such transaction neither Peer Company will survive, both Peer Companies' TSR ranking will be fixed at its ranking relative to the Corporation's TSR as of the date of the announcement. For purposes of this Section 3.1(b), TSR will be calculated in accordance with Section 3.2, with the "Ending Price" determined using the average closing price of a share of common stock (as quoted in the principal market on which it is traded as of the beginning and the ending of the Performance Period) during the twenty (20) day trading period ending on the day before the announcement.

(c) If as a result of a public announcement of a transaction involving a Peer Company, a Peer Company is removed from the Peer Performance Group pursuant to Section 3.1(a) above or its TSR is fixed pursuant to Section 3.1(b) above and such transaction closes during the Performance Period and following the closing of such transaction the survivor is publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then subsequent to the closing the Peer Company will be added back to the Peer Performance Group for the entire Performance Period. If both parties to the transaction are Peer Companies, then Section 3.1(a) or 3.1(b) will apply to one Peer Company and Section 3.1(a), 3.1(b), or 3.1(c) will apply to the other Peer Company. For example, if two Peer Companies announce a merger in which neither Peer Company is the survivor before the last trading day of the twenty-fourth month of the Performance Period, then (i) both Peer Companies will be removed immediately from the Peer Performance Group under Section 3.1(a), and (ii) one Peer Company will be added back into the Peer Performance Group only if the merger closes during the Performance Period and the post-merger entity continues to trade under the Peer Company's pre-merger ticker symbol or a new ticker symbol that includes the Peer Company's pre-transaction trading history.

(d) If during the Performance Period a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes, and the survivor is publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the

Corporation has designated in its discretion for computing Total Stockholder Return, then the Peer Company will remain in the Peer Performance Group. If, on or before the last trading day of the twenty-fourth month of the Performance Period (i.e., on or before December 31, 2024), a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes, and the survivor is not publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then the Peer Company will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period. If, after the last trading day of the twenty-fourth month of the Performance Period (i.e., after December 31, 2024), a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes and the survivor is not publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then that Peer Company's TSR ranking will be fixed at its ranking relative to the Corporation's TSR (i.e., ranking either above or below the Corporation) as of the closing of the transaction. For purposes of the previous sentence of this Section 3.1(d), TSR will be calculated in accordance with Section 3.2, with the "Ending Price" determined using the average closing price of a share of common stock (as quoted in the principal market on which it is traded as of the beginning and the ending of the Performance Period) during the twenty (20) day trading period ending on the day before the closing of the transaction.

(e) If a Peer Company files for bankruptcy under the US Bankruptcy Code (Title 11 of the United States Code) at any time during the Performance Period, then that Peer Company will be ranked last for purposes of the end of Performance Period calculation described in Section 3.2.

3.2. Calculation of Total Stockholder Return Performance Factor.

Your Total Stockholder Return Performance Factor, expressed as a percentage, will be determined in accordance with the table below based on the Corporation's Percentile Ranking of TSR against the Peer Performance Group for the Performance Period; provided, however, that, notwithstanding anything in this Award Agreement to the contrary, if the Corporation's TSR for the three-year Performance Period is negative, the maximum Total Stockholder Return Performance Factor shall not exceed 100%. At the end of the Performance Period, each company's TSR shall be ranked among the TSRs for each other company in the Peer Performance Group on a percentile basis (using the Excel PERCENTRANK function), taking into account any changes to the Peer Performance Group or ranking changes made during the Performance Period in accordance with Section 3.1(a) – (e) (the "Percentile Ranking").

<u>Band</u>	<u>Percentile Ranking</u>	<u>Total Stockholder Return Performance Factor</u>
One	75 th - 100 th	200% (Maximum)
Two	60 th	150%
Three	50 th	100%
Four	40 th	50%
Five	35 th	25% (Threshold)

If the Corporation's TSR puts the Corporation over the listed Percentile Ranking for the applicable Band (other than Band One) in the above table, your Total Stockholder Return Performance Factor shall be interpolated on a linear basis.

For purposes of this Award Agreement, “Total Shareholder Return” or “TSR” means on a percentage basis, with respect to the Corporation or any Peer Company, the price appreciation of such company’s common stock plus the value of reinvested dividends, calculated using the Beginning Price and the Ending Price, where

“Ending Price” means the average closing price of a share of common stock during the twenty (20) day trading period ending December 31, 2025 (or another ending date specified in Section 3.1); and

“Beginning Price” means the average closing price of a share of common stock during the twenty (20) day trading period ending December 31, 2022.

The Committee, in its sole discretion, may adjust TSR as necessary for any changes in equity structure, including but not limited to stock splits or other stock dividends. The Total Stockholder Return for the Corporation and each Peer Company shall be computed from data available to the public using the tool the Corporation has designated in its discretion for computing Total Stockholder Return. The Corporation’s Total Stockholder Return will be based on the performance of the Stock. With respect to the Peer Companies, the Total Stockholder Return of each company that is taken into account in computing each Peer Company’s Total Stockholder Return will be based on the equity security of the relevant company that is traded using the ticker symbol indicated in the chart in Section 3.1 to the right of the Peer Company’s name, or a successor ticker symbol determined as described in Section 3.1(c) or Section 3.1(d).

Section 4. ROIC Performance Factor and Free Cash Flow Performance Factor.

4.1 ROIC Performance Factor. The ROIC Performance Factor will be determined by comparing the Corporation’s ROIC for the Performance Period to the ROIC Target and then identifying the ROIC Performance Factor based upon the factor associated with the percentage of ROIC Target on the following table:

<u>ROIC Band</u>	<u>ROIC Performance Factor</u>
112% of Target	200% (Maximum)
ROIC Target	100%
90% of Target	25% (Threshold)

(a) ROIC Definition. For purposes of this Award Agreement, “ROIC” means return on invested capital for the Performance Period calculated as (A) average annual (i) net income (excluding any charge or addition to net income resulting solely from adjustment of deferred tax assets and liabilities for the effect of enactment of corporate tax reform and related legislation and regulations that change the top United States federal corporate income tax rate by two or more percentage points after the Award Date (“Tax Reform”)), plus (ii) interest expense times one minus the weighted average of the highest marginal federal corporate income tax rates over the three year Performance Period, adjusted to reflect any applicable limitations on deductibility of the Corporation’s interest expense, divided by (B) the average thirteen quarter-end investment balances (beginning with the quarter-end immediately preceding the beginning of the Performance

Period) consisting of (i) debt (including current maturities of long-term debt) plus (ii) stockholders' equity plus the postretirement plans amounts determined quarterly as included in the Corporation's Statement of Stockholders' Equity. For any year in which net income would otherwise be affected by Tax Reform, net income shall be adjusted by substituting the effective tax rate assumed in the 2023 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (A)(i) above, if any, to the extent necessary to avoid double counting of tax impacts); for any other year in which net income would otherwise be affected by a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, net income shall be adjusted to neutralize the impact of such change in law or interpretation of law. Net income also shall be adjusted to exclude any non-cash settlement charge to earnings resulting solely from one or more risk transfer transactions to manage the Corporation's pension liabilities that were not included in the 2023 Long Range Plan, including any transactions involving the purchase of a group annuity contract for a portion of the Corporation's outstanding defined benefit pension obligations that are treated as a settlement for accounting purposes. For any year in which net income is impacted by profit change(s) due to the timing or recognition of a loss on a specific strategic program approved by the Committee, the Long Range Plan, actual financial results, or both, as appropriate, for the current and future periods shall be adjusted to neutralize the impact of such profit change(s).

(b) ROIC Determination. Each component of ROIC and the calculation of any postretirement plans amounts recorded in the Corporation's Statement of Stockholders' Equity shall be determined by the Committee in accordance with generally accepted accounting principles in the United States and be based upon the comparable numbers reported on the Corporation's audited consolidated financial statements or, if audited financial statements are not available for the date or period on which ROIC is being determined, the Committee shall make its determination in a manner consistent with the historical practices used by the Corporation in determining the components of ROIC and postretirement plans amounts recorded in the Corporation's Statement of Stockholders' Equity for purposes of reporting those items on its audited financial statements, as modified by this paragraph. Notwithstanding the foregoing, ROIC will be adjusted to exclude the impact of any change in accounting standards or adoption of any new accounting standard that was not included in the 2023 Long Range Plan that is required under generally accepted accounting principles in the United States and that is reported in the Corporation's filings with the Securities and Exchange Commission as having a material effect on the Corporation's consolidated financial statements. ROIC, as included in the 2023 Long Range Plan, and the change in ROIC for purposes of the ROIC Performance Factor, will be determined in accordance with this Section 4.1(b).

4.2 Free Cash Flow Performance Factor. The Free Cash Flow Performance Factor will be determined by comparing the Corporation's cumulative Free Cash Flow during the Performance Period to the Free Cash Flow Target, and then identifying the Free Cash Flow Performance Factor based upon the factor associated with the change from the Free Cash Flow Target on the following table:

<u>Free Cash Flow Band</u>	<u>Free Cash Flow Performance Factor</u>
130% of Target	200% (Maximum)
Free Cash Flow Target	100%
85% of Target	25% (Threshold)

(a) Free Cash Flow Definition. For purposes of this Award Agreement, "Free Cash Flow" means net cash flow from operations less capital expenditures, adjusted to exclude the impact of: (i) the aggregate after tax difference between the amount forecasted in the Corporation's 2023 Long Range Plan to be contributed by the Corporation to the Corporation's defined benefit pension plans during the Performance

Period and the actual amounts contributed by the Corporation during the Performance Period; (ii) any tax payments or tax benefits during the Performance Period associated with the divestiture of business units, other than tax payments or tax benefits that were included in the Corporation's 2023 Long Range Plan; and (iii) for any year in which Free Cash Flow would otherwise be affected by (I) Tax Reform; or (II) an annual net change in cash tax liability resulting from a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, the aggregate difference between the tax payments forecasted in the 2023 Long Range Plan and the actual tax payments (and adjusting the amount under clause (i) above, if any, to the extent necessary to avoid double counting of tax impacts).

(b) Free Cash Flow Determination. Free Cash Flow shall be determined by the Committee using amounts reported on the Corporation's audited consolidated financial statements or, if audited financial statements are not available for the period for which Free Cash Flow is being determined, the Committee shall determine Free Cash Flow in a manner consistent with the historical practices used by the Corporation in determining net cash provided by operating activities and capital expenditures as reported in its audited consolidated statement of cash flows, in either case as modified by this paragraph. Notwithstanding the foregoing, Free Cash Flow will be adjusted to exclude the impact of any change in accounting standards or adoption of any new accounting standard that was not included in the 2023 Long Range Plan that is required under generally accepted accounting principles in the United States and that is reported in the Corporation's filings with the Securities and Exchange Commission as having a material effect on the Corporation's consolidated financial statements.

4.3 Interpolation of ROIC and Free Cash Flow Metrics. If the Corporation's ROIC or Free Cash Flow falls above or below Target and between the two percentages of Target listed in the applicable table in Section 4.1 or 4.2, the appropriate performance factor will be interpolated on a linear basis. Notwithstanding the foregoing, the ROIC Performance Factor will always be zero if the ROIC for the Performance Period is less than 90% of the ROIC Target and the Free Cash Flow Performance Factor will always be zero if the aggregate Free Cash Flow for the Performance Period is less than 85% of the Free Cash Flow Target.

4.4 For purposes of this Section 4, all references to the 2023 Long Range Plan shall be to the 2023 Long Range Plan as was in effect on February 21, 2023.

Section 5. Payment of Award.

5.1. Employment Requirement.

(a) General Rule. In order to be eligible to receive payment of your final Award as determined under Section 2.1(d), you must accept this Award Agreement as described in Section 18 and remain employed by the Corporation through the last day of the Vesting Period. Except as provided below or where prohibited by law, if your employment as an Employee terminates during the Vesting Period, you shall forfeit your right to receive all or any part of your Award. If you are on Corporation-approved leave of absence at any point during the Vesting Period, for purposes of this Award Agreement, you will be considered to still be in the employ of the Corporation, unless otherwise provided in an agreement between you and the Corporation.

(b) Exceptions. Notwithstanding Section 5.1(a), if the Committee determines

(i) that your employment as an Employee terminated, as a result of your death, Total Disability or Retirement, or a Divestiture, or

(ii) that the Corporation terminated your employment involuntarily after August 22, 2023 (the "Minimum Service Date"), (except that, if you are an employee who has been identified by the Corporation as subject to Divestiture, "after the Minimum Service Date," does not apply to you) as a result of a layoff, including through a voluntary layoff program that constitutes a window program under Section 409A of the Code,

you shall be eligible to receive a fraction of your Award and the DDEs with respect to such fraction. The numerator of such fraction shall equal the number of days from the Award Date to the date your employment as an Employee terminated, and the denominator shall equal the total number of days from the Award Date to the end of the Vesting Period.

As a condition to being eligible to receive a portion of your Award and the DDEs with respect to such portion as a result of your layoff in accordance with Section 5.1(b)(2), you will be required to execute and deliver to the Corporation a general release of claims against the Corporation in a form acceptable to the Corporation within the time period specified by the Corporation in such release and not revoke such release within any revocation period provided for therein. Except as otherwise expressly provided by the Corporation in writing, a failure to satisfy this condition will result in forfeiture of your right to receive all or any part of your Award on the date of your layoff.

The Committee shall have complete and absolute discretion to make the determinations called for under this Section 5.1(b), and all such determinations shall be binding on you and on any person who claims all or any part of your Award on your behalf as well as on the Corporation.

(c) Special Definitions. For purposes of this Award Agreement:

(i) Your employment as an Employee shall be treated as terminating because of a "Total Disability" on the date you commence receiving a benefit under the Corporation's long-term disability plan in which you participate, or if you are not enrolled in the Corporation's long-term disability plan, the date on which long-term disability benefits would commence under the plan under which you would have been covered, had you enrolled, using the standards set forth in that plan;

(ii) Your employment as an Employee shall be treated as terminating as a result of Divestiture if the Corporation divests all or substantially all of a business operation of the Corporation and such divestiture results in the termination of your employment with the Corporation and a transfer of such employment to the other party in the Divestiture. A "Divestiture" shall mean a transaction that results in the transfer of control of the business operation divested to any person, corporation, association, partnership, joint venture, limited liability company or other business entity of which less than 50% of the voting stock or other equity interests are directly or indirectly owned or controlled by the Corporation, by one or more of the Corporation's Subsidiaries or by any combination thereof; and

(iii) Your employment as an Employee shall be treated as terminating because of "Retirement" if the effective date of your termination of employment is after the Minimum Service Date, and (1) after you reach age 65, or (2) after you reach age 55 and have (at the time of your termination) completed at least ten years of service with the Corporation. For this purpose, the effective date of your termination of employment is the day next following your last day worked.

(d) Resignation or Termination before the Last Day of the Vesting Period.

- (i) Except where prohibited by law, if you resign or your employment otherwise terminates before the last day of the Vesting Period, other than on account of death, Total Disability, layoff, Retirement or Divestiture (as described above) or Change in Control (as described below), you will forfeit your right to receive all or any part of your Award on the date of your termination.
- (ii) Except where prohibited by law, if your employment terminates for any reason before the last day of the Vesting Period, by action of the Corporation due to your misconduct, then you will forfeit your right to receive all or any part of your Award on the date of your termination, even if at the time of your termination due to misconduct you have attained (i) age 55 and ten years of service, or (ii) age 65. The business area or Enterprise Operations review committee responsible for determinations of misconduct, or the Committee if you are an Elected Officer, will determine if your employment terminates due to misconduct.

5.2. Payment Rules.

(a) Vesting. If you are eligible to receive an Award under Section 5.1(a) or a fraction of an Award under Section 5.1(b), your Award shall vest on the last day of the Vesting Period.

(b) Method of Payment. Your Award shall be paid in whole shares of Stock. DDEs on the shares underlying your Award, if any, shall be paid in cash. In the event of your death, your payment will be made to your Beneficiary.

(c) Timing of Payment. You shall have the right to receive your Award plus DDEs as soon as administratively practicable following the Vesting Period, but no later than the March 15 following the last day of the Vesting Period (for taxpayers in Canada or as otherwise required by local country law, no later than December 31st following the last day of the Vesting Period).

(d) Special Rules for Certain Employees Terminated During Performance Period. If you terminate employment during the Vesting Period but are eligible to receive a portion of your Award as a result of an exception under Section 5.1(b), payment of such portion of your Award and DDEs shall be in full satisfaction of all rights you have under this Award Agreement. The portion of your Award and DDEs payable to you following a termination of employment during the Vesting Period under circumstances described in Section 5.1(b) shall be paid to you or, in the event of your death, to your Beneficiary, at the time specified in Section 5.2(c).

(e) Payment Rules Applicable to Canadian Employees. If you are employed in Canada, for purposes of the Award Agreement, the date of termination of employment will be the last day of actual and active employment. For the avoidance of doubt, except as may be required by applicable minimum standards legislation, no period of notice or payment in lieu of notice that is given or that ought to have been given under any applicable law or contract in respect of such termination of employment that follows or is in respect of a period after your last day of actual and active employment, if any, will be considered as extending your period of employment for the purposes of determining your entitlement under this Agreement.

5.3. Cutback. Any payment called for under Section 5.2 will be reduced to the extent that such payment together with payments attributable to any other Share-Based Awards that are granted during 2023 as Performance-Based Awards exceeds 1,000,000 shares of Stock. Amounts in excess of 1,000,000 shares shall be forfeited. Any DDEs on forfeited shares shall also be forfeited.

Section 6. No Assignment – General Creditor Status.

You shall have no right to assign any interest you might have in all or any part of the Target Award or Award which has been granted to you under this Award Agreement and any attempt to do so shall be null and void and shall have no force or effect whatsoever. Furthermore, all payments called for under this Award Agreement shall be made from the Corporation's general assets, and your right to payment from the Corporation's general assets shall be the same as the right of a general and unsecured creditor of the Corporation. Until a share of Stock is delivered to you, you generally will not have the rights and privileges of a stockholder. In particular, you will not have the right to vote your PSUs on any matter put to the stockholders of the Corporation; you may not sell, transfer, assign, pledge, use as collateral or otherwise dispose of or encumber PSUs; and you will not have the right to receive any dividends paid to stockholders or dividend equivalents on the PSUs.

Section 7. Plan.

This Award Agreement shall be subject to all of the terms and conditions set forth in the Plan.

Section 8. Change in Control.

8.1. Change in Control during the Performance Period.

(a) In the event of a consummation of a Change in Control during the Performance Period, your Target Award (and DDEs) will become vested (i) on the effective date of the Change in Control if the PSUs are not assumed, continued, or equivalent restricted securities are not substituted for your PSUs by the Corporation or its successor, or (ii) if the PSUs are assumed, continued or substituted by the Corporation or its successor, on the effective date of your involuntary termination other than for Cause (not including death or Total Disability) or your voluntary termination with Good Reason, in either case, within the 24-month period following the consummation of the Change in Control; provided that any such termination is also a "separation from service" under Section 409A of the Code.

(b) In the event the PSUs vest in accordance with this Section 8.1 (whether immediately following the Change in Control or following your termination), the shares of Stock or equivalent substituted securities in which you have become vested and DDEs shall be delivered to you within 14 days of the date on which you become vested.

8.2. Change in Control after the End of the Performance Period and before the End of the Vesting Period.

(a) In the event of a consummation of a Change in Control after the end of the Performance Period but during the Vesting Period, you will vest in your Target Award (and DDEs) (i) on the effective date of the Change in Control, if the PSUs are not assumed or continued or equivalent restricted securities are not substituted for your PSUs by the Corporation or its successor, or (ii) on the earlier of the end of the Vesting Period or the effective date of your involuntary termination other than for Cause (not including death or Total Disability) or your voluntary termination with Good Reason, in either case, prior to the end of the Vesting Period, if the PSUs are assumed, continued or substituted.

(b) In the event the PSUs vest in accordance with this Section 8.2 (whether immediately following the Change in Control or following your termination), the shares of Stock or equivalent substituted securities in which you have become vested and DDEs shall be delivered to you within 14 days of the date on which you become vested.

8.3 Special Definitions. For purposes of this Award Agreement:

(a) "Cause" shall mean either of the following:

(i) Conviction for an act of fraud, embezzlement, theft or other act constituting a felony (other than traffic-related offenses or as a result of vicarious liability); or

(ii) Willful misconduct that is materially injurious to the Corporation's financial position, operating results or reputation; provided, however that no act or failure to act shall be considered "willful" unless done, or omitted to be done, by you (a) in bad faith; (b) for the purpose of receiving an actual improper personal benefit in the form of money, property or services; or (c) in circumstances where you had reasonable cause to believe that the act or failure to act was unlawful.

(b) "Good Reason" shall mean, without your express written consent, the occurrence of any one or more of the following after the Change in Control:

(i) A material and substantial reduction in the nature or status of your authority or responsibilities;

(ii) A material reduction in your annualized rate of base salary;

(iii) A material reduction in the aggregate value of your level of participation in any short- or long-term incentive cash compensation plan, employee benefit or retirement plan or compensation practices, arrangements, or policies;

(iv) A material reduction in the aggregate level of participation in equity-based incentive compensation plans; or

(v) Your principal place of employment is relocated to a location that is greater than fifty (50) miles from your principal place of employment on the date the Change in Control is consummated.

Your continued employment following an event that would constitute a basis for voluntary termination with Good Reason shall not constitute Good Reason if you consent to, or waive your rights with respect to any circumstances constituting Good Reason. In addition, the occurrence of an event described in (i) through (v) shall constitute the basis for voluntary termination for Good Reason only if you provide written notice of your intent to terminate employment within 90 days of the first occurrence of such event and the Corporation has had at least 30 days from the date on which such notice is provided to cure such occurrence. If you do not terminate employment for Good Reason within 180 days after the first occurrence of the applicable grounds, then you will be deemed to have waived your right to terminate for Good Reason with respect to such grounds.

8.4. Special Rule. Notwithstanding Section 8.1 or 8.2, if a payment in accordance with those provisions would result in a nonexempt short-swing transaction under Section 16(b) of the Exchange Act, then the date of distribution to you shall be delayed until the earliest date

upon which the distribution either would not result in a nonexempt short-swing transaction or would otherwise not result in liability under Section 16(b) of the Exchange Act.

Section 9. Amendment and Termination.

As provided in Section 9 of the Plan, the Board of Directors may at any time amend, suspend or discontinue the Plan and the Committee may at any time deviate from or amend this Award Agreement. Notwithstanding the foregoing, no such action by the Board of Directors or the Committee shall amend Sections 1, 2, 3, 4, or 5 in a manner adverse to you or reduce the amount payable hereunder in a material manner without your written consent. For this purpose, a change in the amount payable hereunder that occurs solely by reason of a change in the date or form of payment due to Section 409A of the Code or Section 16 of the Exchange Act shall in no case be treated as a reduction prohibited by this Section 9. Thus, for example, if an amount payable by reason of Section 8 is delayed by an amendment to this Award Agreement or other action undertaken to comply with Section 409A of the Code and the amount payable is reduced solely by reason of a corresponding delay in the date of valuation of a share of Stock, such a change shall not be treated as a reduction prohibited by this Section 9. This Section 9 shall be construed and applied so as to permit the Committee to amend this Award Agreement at any time in any manner reasonably necessary or appropriate in order to comply with the requirements of Section 16 of the Exchange Act and of Section 409A of the Code, including amendments regarding the timing and form of payments hereunder.

Section 10. Data Privacy Consent For Employees Located Outside Of The United States.

To the extent recognized under applicable law, if you are located outside of the United States, then by accepting this Award Agreement as described in Section 18, you hereby explicitly and unambiguously consent to, and acknowledge the need for, the collection, use and transfer, in electronic or other form, of your Personal Data (defined below) as described in this Award Agreement by and among the Corporation for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Corporation collects, holds, uses and processes certain information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Corporation, details of all awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Corporation acts as the controller/owner of this Personal Data, and processes this Personal Data for purposes of implementing, administering, and managing the Plan. The Corporation protects the Personal Data that it receives in the United States from the European Union ("EU"), or any other location outside the United States, in accordance with data transfer agreements based on EU-approved Standard Contractual Clauses.

You understand that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country may have different, including less stringent, data privacy laws and protections than your country. You may request a list with the names and addresses of any third-party recipients of the Personal Data at any time by contacting your local human resources representative. When disclosing Personal Data to these third parties, the Corporation provides appropriate safeguards for protecting the transfer of your Personal Data, such as establishing standard data protection clauses with the third parties as adopted by the European Commission. You may request a copy of, or information about, such safeguards by contacting your local human resources representative. You recognize that the Corporation and any other possible recipients including any present or future third-party recipients must receive, possess, use, retain and transfer your Personal Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Personal Data as may be

required to a broker or other third party with whom the Corporation may elect to administer the settlement of any award. You understand that Personal Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan and comply with applicable legal requirements.

To the extent provided by your local law, you may, at any time, have the right to request: access to your Personal Data, rectification of your Personal Data, erasure of your Personal Data, restriction of processing of your Personal Data, portability of your Personal Data and information about the storage and processing of your Personal Data. You may also have the right to object, on grounds related to a particular situation, to the processing of your Personal Data, as well as to refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Section 11. No Assurance of Employment; No Right to an Award; Value of Award.

Nothing contained in the Plan or in this Award Agreement shall confer upon you any right to continue in the employ or other service of the Corporation or constitute any contract (of employment or otherwise) or limit in any way the right of the Corporation to change your compensation or other benefits or to terminate your employment with or without cause. You acknowledge and agree that:

- (a) the Plan is discretionary in nature and the Board of Directors may amend, suspend, or terminate it at any time;
- (b) the grant of the PSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of any PSUs, or benefits in lieu of any PSUs even if PSUs have been granted repeatedly in the past;
- (c) all determinations with respect to such future PSUs, if any, including but not limited to the times when PSUs shall be granted or when PSUs shall vest, will be at the sole discretion of the Committee or its delegate;
- (d) your participation in the Plan is voluntary;
- (e) the value of the PSUs is an extraordinary item of compensation, which is outside the scope of your employment contract (if any), except as may otherwise be explicitly provided in your employment contract;
- (f) the PSUs are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating termination, severance, resignation, redundancy, end of service, or similar payments, or bonuses, long-service awards, pension or retirement benefits;
- (g) the PSUs shall expire upon termination of your employment for any reason except as may otherwise be explicitly provided in the Plan and this Award Agreement;
- (h) the future value of the shares is unknown and cannot be predicted with certainty;
- (i) no claim or entitlement to compensation or damages arises from the termination of the PSUs in accordance with the Plan and this Award Agreement or diminution in value of the PSUs or Stock and you irrevocably release the Corporation from any such claim that may arise;
- (j) if you are a resident of Australia, the Award is offered pursuant to Part 7.12 Division 1A of the Corporations Act 2001 (Cth) (Note that you may be restricted from

selling the Stock within 12 months of acquiring the Stock. You should consult with your personal legal advisor to confirm the requirements for selling the Stock);

(k) if you are a resident of Türkiye, that the offer of this Award is a private offering which shall in no way be considered as a public offering within the meaning of the rules of the Capital Markets Board of Turkey and has been made by the Corporation to you personally in connection with your existing relationship with the Corporation or one or more of its affiliates, subsidiaries and/or related companies, and further, that the Award, the related shares of the Stock and the related offer thereof are not subject to regulation by any securities regulator in Türkiye, or otherwise outside of the U.S.;

(l) if you are a resident of Hong Kong, that the Award and any Stock issued thereunder do not constitute a public offer of securities under Hong Kong law; and

(m) If you are a resident of Israel, you will hold any Stock issued to you upon the vesting of the Award with the Corporation's designated broker, and you may not transfer such Stock to an account with another broker or request that share certificates be issued to you until such time as you sell the Stock.

Section 12. Conflict.

In the event of a conflict between this Award Agreement and the Plan, the Plan document shall control.

Section 13. Compliance with Section 409A of the Code.

It is the intent of the Corporation that your Award not be subject to taxation under Section 409A(a)(1) of the Code. Nevertheless, in the event that your Award is subject to Section 409A of the Code, as determined by the Senior Vice President, Chief Human Resources Officer or delegate, in consultation with the General Tax Counsel or delegate, the following rules apply: (i) the Award will be interpreted and administered to meet the requirements of Sections 409A(a)(2), (3) and (4) of the Code and thus to be exempt from taxation under Section 409A(a)(1) of the Code; (ii) no Award payment will be made on account of your termination of employment unless the termination of employment constitutes a "separation from service" under Section 409A(a)(2)(a)(i) of the Code; and (iii) if you are a "specified employee" within the meaning of Section 409A of the Code, any payment in respect of this Award made on account of a termination of employment will be delayed for six (6) months following such termination of employment, and then made at the earliest date permitted by Section 409A of the Code.

Section 14. Post-Employment Covenants & Stock Ownership Requirements.

Except where prohibited by law, by accepting this Award Agreement as described in Section 18, you agree to the terms of the Post-Employment Conduct Agreement contained in Exhibit A to this Award Agreement and you acknowledge receipt of the Stock Ownership Requirements attached as Exhibit B to this Award Agreement and agree to comply with such Stock Ownership Requirements as amended from time to time. If you are not a Vice President (or above) on the Award Date, but you are promoted to Vice President (or above) prior to the last day of the Vesting Period, the Stock Ownership Requirements as in effect at that time shall become applicable to you on the date of your promotion to Vice President (or above).

Section 15. English Language.

You have received the terms and conditions of this Award Agreement and any other related communications, and you consent to having received these documents, in English. If you have received this Award Agreement or any other documents related to the Plan translated into a language other than English, and if the translated version is different from the English version, the English version will control.

Quebec Residents Only: The Parties have agreed that this Award Agreement, the Plan as well as any notice, document or instrument relating to them be drawn up in English only. You acknowledge that, upon your reasonable request, the Corporation will provide a French translation of such documents to you. Les parties aux présentes ont convenu que la présente accord, le "Plan," ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement. Vous reconnaissez que, à votre demande raisonnable, "the Corporation" fournit une traduction française de ces documents à vous.

Section 16. Currency Exchange Risk.

If your functional currency is not the U.S. dollar, you agree and acknowledge that you will bear any and all risk associated with the exchange or fluctuation of currency associated with the Award (the "Currency Exchange Risk"). You waive and release the Corporation and its subsidiaries from any potential claims arising out of the Currency Exchange Risk.

Section 17. Exchange Control Requirements.

You agree and acknowledge that you will comply with any and all exchange control requirements applicable to the Award and any resulting funds including, without limitation, reporting or repatriation requirements. You further agree and acknowledge that you will determine whether any such requirements are applicable to the Award and any resulting funds, and that you are not relying on the Corporation for any advice in this regard.

Section 18. Acceptance of Award Agreement; Electronic Delivery.

By accepting this Award Agreement, you consent to receive copies of the Prospectus applicable to this Award through the Stock Plan System at <http://www.stockplanconnect.com> as well as to electronic delivery of the Corporation's annual report on Form 10-K, proxy statement and quarterly reports on Form 10-Q. This consent can only be withdrawn by written notice to the Vice President of Total Rewards at Lockheed Martin Corporation, Mail Point 126, 6801 Rockledge Drive, Bethesda, MD 20817. The Corporation will deliver any documents related to the Award under the Plan or future Awards that may be awarded under the Plan through the Stock Plan System. The Corporation will request your consent to participate in the Plan through the Stock Plan System. You hereby consent to receive such documents and agree to participate in the Plan through the Stock Plan System.

No Award is enforceable until you properly acknowledge your acceptance of this Award Agreement by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than the Acceptance Deadline. Acceptance of this Award Agreement must be made only by you personally or by a person acting pursuant to a power of attorney in the event of your inability to acknowledge your acceptance (and not by your estate, your spouse or any other person) and constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award. Notwithstanding the foregoing, this Award will be enforceable and deemed accepted, and will not be forfeited, if you are unable to accept this Award Agreement personally by the Acceptance Deadline, due to your death, disability, incapacity, deployment in the Armed Forces, or similar unforeseen circumstance as determined by the Corporation in its discretion. If you desire to accept this Award, you must acknowledge your acceptance and receipt of this Award Agreement electronically on or before the Acceptance Deadline, by going to the Stock Plan System at <http://www.stockplanconnect.com>.

Assuming prompt and proper acknowledgment of this Award Agreement as described in this Section 18, this Award will be effective as of the Award Date.

Appendix I - Capitalized Terms

Acceptance Deadline	3 rd ¶
Award	1 st ¶
Award Date	Header
Beneficiary	Plan
Free Cash Flow	§ 4.2(a)
Free Cash Flow Performance Factor	§ 4.2
Free Cash Flow Target	§ 2.1(c)
Cause	§ 8.3(a)
Change in Control	Plan
Code	Plan
Committee	2 nd ¶
Corporation	1 st ¶
Currency Exchange Risk	§ 16
DDE	§ 1.1(c)
Divestiture	§ 5.1(c)(ii)
Earned Award	§ 2.1(d)
Employee	Plan
Exchange Act	Plan
Fair Market Value	Plan
Good Reason	§ 8.3(b)
Insider	Plan
Maximum Award	§ 1.1(b)
Minimum Service Date	§ 5.1(b)(ii)
Peer Company	§ 3.1
Peer Performance Group	§ 3.1
Performance-Based Award	Plan
Percentile Ranking	§ 3.2
Performance Period	§ 1.2
Personal Data	§ 10
Plan	1 st ¶
Post-Employment Conduct Agreement	4 th ¶
PSU	1 st ¶, § 1.1(a)
Retirement	§ 5.1(c)(iii)
ROIC	§ 4.1(a)
ROIC Performance Factor	§ 4.1
ROIC Target	§ 2.1(b)
Share-Based Awards	Plan
Stock	Plan
Stock Ownership Requirements	4 th ¶
Stock Plan System	2 nd ¶
Subsidiary	Plan
Target Award	1 st ¶; § 1.1(a)

Tax or Taxes	Plan
Tax Reform	§ 4.1(a)
Total Disability	§ 5.1(c)(i)
Total Stockholder Return or TSR	§ 3.2
Total Stockholder Return Performance Factor	§ 3.1; § 3.2
2023 Long Range Plan	§ 4.4
Vesting Period	§ 1.3

Exhibit A

Post-Employment Conduct Agreement
(PSU Grant)

This Post-Employment Conduct Agreement (this "PECA") attached as Exhibit A to the Award Agreement with an Award Date of February 22, 2023, (the "Award Agreement") is entered into in consideration of, among other things, the grant of performance restricted stock units to me under the Award Agreement (the "PSUs") pursuant to the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (the "Plan") and the consideration set forth in Section 2 below. References to the "Corporation" shall include Lockheed Martin Corporation and its Subsidiaries. By accepting the PSUs, I agree as follows:

1. Restrictions Following Termination of Employment.

(a) Covenant Not To Compete - Without the express written consent of the "Required Approver" (as defined in Section 6), during the "Restricted Period" (as defined in Section 6), I will not, directly or indirectly, be employed by, provide services to, or advise a "Restricted Company" (as defined in Section 6), whether as an employee, advisor, director, officer, partner or consultant, or in any other position, function or role that, in any such case,

- (i) oversees, controls or affects the design, operation, research, manufacture, marketing, sale or distribution of "Competitive Products or Services" (as defined in Section 6) of or by the Restricted Company, or
- (ii) would involve a substantial risk that the "Confidential or Proprietary Information" (as defined in Section 1(c)) of the Corporation (including but not limited to technical information or intellectual property, strategic plans, information relating to pricing offered to the Corporation by vendors or suppliers or to prices charged or pricing contemplated to be charged by the Corporation, information relating to employee performance, promotions or identification for promotion, or information relating to the Corporation's cost base) could be used to the disadvantage of the Corporation.

I acknowledge and agree that: (A) enforcement of this PECA pursuant to Sections 1(a)(i) and (ii) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Section 1(a)(i) and (ii) shall not apply to me if I am a resident of or work in California or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

To the extent permitted by applicable law, including but not limited to any applicable rules governing attorney conduct (such as the ABA Model Rules of Professional Conduct and state versions thereof), Sections 1(a)(i) and (ii) and Section 1(b) relating to non-solicitation, shall apply to individuals who are employed by the Corporation in an attorney position and whose occupation during the Restricted Period does not include practicing law.

In lieu of Section 1(a)(i) and (ii), as well as Section 1(b) relating to non-solicitation, the following Section 1(a)(iii) shall apply to individuals who are employed by the Corporation in an attorney position, and whose occupation during the Restricted Period includes practicing law.

- (iii) Post-Employment Activity As a Lawyer – I acknowledge that as counsel to the Corporation, I owe ethical and fiduciary obligations to the Corporation and that at least some of these obligations will continue even after my Termination Date (as defined in Section 6) with the Corporation. I agree that after my

Termination Date I will comply fully with all applicable ethical and fiduciary obligations that I owe to the Corporation. To the extent permitted by applicable law, including but not limited to any applicable rules governing attorney conduct, I agree that I will not:

- (a) Represent any client in the same or a substantially related matter in which I represented the Corporation where the client's interests are materially adverse to the Corporation; or
- (b) Disclose confidential information relating to my representation of the Corporation, including the disclosure of information that is to the disadvantage of the Corporation, except for information that is or becomes generally known.

The Corporation's Senior Vice President, General Counsel, and Corporate Secretary or the General Tax Counsel, as applicable, will determine in their discretion whether an individual is employed by the Corporation in an attorney position.

(b) Non-Solicit – Without the express written consent of the Required Approver, during the two-year period following the Termination Date, I will not (i) cause or attempt to cause, directly or indirectly, the complete or partial loss of any contract in effect before the Termination Date between the Corporation and any customer, supplier, distributor or manufacturer of or to the Corporation with which I was responsible, in whole or in part, for soliciting, negotiating, implementing, managing, or overseeing or (ii) induce or attempt to induce, directly or indirectly, any person who is an employee of the Corporation with whom I worked or interacted with within two years prior to the Termination Date to cease employment with the Corporation in order to perform work or services for any entity other than the Corporation.

I acknowledge and agree that: (A) the enforcement of this PECA pursuant to Section 1(b)(i) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Section 1(b)(i) shall not apply to me if I am a resident of or work in California, or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

(c) Protection of Proprietary Information – Except to the extent required by law, following my Termination Date, I will have a continuing obligation to comply with the terms of any non-disclosure or similar agreements that I signed while employed by the Corporation committing to hold confidential the "Confidential or Proprietary Information" (as defined below) of the Corporation or any of its affiliates, subsidiaries, related companies, joint ventures, partnerships, customers, suppliers, partners, contractors or agents, in each case in accordance with the terms of such agreements. I will not use or disclose or allow the use or disclosure by others to any person or entity of Confidential or Proprietary Information of the Corporation or others to which I had access or that I was responsible for creating or overseeing during my employment with the Corporation. In the event I become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or otherwise) to disclose any proprietary or confidential information, I will immediately notify the Corporation's Senior Vice President, General Counsel and Corporate Secretary as to the existence of the obligation and will cooperate with any reasonable request by the Corporation for assistance in seeking to protect the information. All materials to which I have had access, or which were furnished or otherwise made available to me in connection with my employment with the Corporation shall be and remain the property of the Corporation. For purposes of this PECA, "Confidential or Proprietary Information" means trade secrets, as defined by the federal Defend Trade Secrets Act of 2016 and/or applicable state trade secret law, and Sensitive Information within the meaning of CRX-015 (a copy of which has been made available to me), including but not limited to information that a person or entity desires to protect from unauthorized disclosure to third parties that can provide the person or entity with a business, technological, or economic advantage over its competitors, or which, if known or used by third parties or if used by the

person's or entity's employees or agents in an unauthorized manner, might be detrimental to the person's or entity's interests. Confidential or Proprietary Information may include, but is not limited to:

- (i) existing and contemplated business, marketing and financial business information such as business plans and methods, marketing information, cost estimates, forecasts, financial data, cost or pricing data, bid and proposal information, customer identification, sources of supply, contemplated product lines, proposed business alliances, and information about customers or competitors, and
- (ii) existing and contemplated technical information and documentation pertaining to technology, know how, equipment, machines, devices and systems, computer hardware and software, compositions, formulas, products, processes, methods, designs, specifications, mask works, testing or evaluation procedures, manufacturing processes, production techniques, research and development activities, inventions, discoveries, and improvements, and
- (iii) human resources and personnel information.

(d) No Disparagement – Following the Termination Date, I will not make any statements, whether verbal or written, that disparage or reasonably may be interpreted to disparage the Corporation or its directors, officers, employees, technology, products or services with respect to any matter whatsoever.

(e) Cooperation in Litigation and Investigations – Following the Termination Date, I will, to the extent reasonably requested, cooperate with the Corporation in any pending or future litigation (including alternative dispute resolution proceedings) or investigations in which the Corporation or any of its subsidiaries or affiliates is a party or is required or requested to provide testimony and regarding which, as a result of my employment with the Corporation, I reasonably could be expected to have knowledge or information relevant to the litigation or investigation. Notwithstanding any other provision of this PECA, nothing in this PECA shall affect my obligation to cooperate with any governmental inquiry or investigation or to give truthful testimony in court.

(f) Communications with Regulatory Authorities – Nothing in this PECA prohibits or restricts me (or my attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission or any other federal or state regulatory authority regarding a possible securities law violation.

(g) Notices under the Defend Trade Secrets Act and NLRA – Notwithstanding anything in this PECA to the contrary:

- (i) I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (ii) If I file a lawsuit for retaliation by the Corporation for reporting a suspected violation of law, I may disclose the Corporation's trade secrets to my attorney and use the trade secret information in the court proceeding if I (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.

- (iii) Nothing in this PECA in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding, me from (1) exercising my rights under Section 7 of the National Labor Relations Act (NLRA); or (2) otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

2. Consideration and Acknowledgement. I acknowledge and agree that the benefits and compensation opportunities being made available to me under the Award Agreement are in addition to the benefits and compensation opportunities that otherwise are or would be available to me in connection with my employment by the Corporation and that the grant of the PSUs is expressly made contingent upon my agreements with the Corporation set forth in this PECA. I acknowledge that the scope and duration of the restrictions in Section 1 are necessary to be effective and are fair and reasonable in light of the value of the benefits and compensation opportunities being made available to me under the Award Agreement. I further acknowledge and agree that as a result of the high level executive and management positions I hold with the Corporation and the access to and extensive knowledge of the Corporation's Confidential or Proprietary Information, employees, suppliers and customers, these restrictions are reasonably required for the protection of the Corporation's legitimate business interests, including, but not limited to, the Corporation's Confidential or Proprietary Information.

3. Remedies For Breach of Section 1; Additional Remedies of Clawback and Recoupment.

(a) I agree, upon demand by the Corporation, to forfeit, return or repay to the Corporation the "Benefits and Proceeds" (as defined below) in the event any of the following occur:

- (i) I breach any of the covenants or agreements in Section 1;
- (ii) The Corporation determines that either (a) my intentional misconduct or gross negligence, or (b) my failure to report another person's intentional misconduct or gross negligence of which I had knowledge during the period I was employed by the Corporation, contributed to the Corporation having to restate all or a portion of its financial statements filed for any period with the Securities and Exchange Commission;
- (iii) The Corporation determines that I engaged in fraud, bribery or any other illegal act or that my intentional misconduct or gross negligence (including the failure to report the acts of another person of which I had knowledge during the period I was employed by the Corporation) contributed to another person's fraud, bribery or other illegal act, which in any such case adversely affected the Corporation's financial position or reputation;
- (iv) The Corporation determines that my intentional misconduct or gross negligence caused severe reputational or financial harm to the Corporation;
- (v) The Corporation determines that I misappropriated Confidential or Proprietary Information, as defined in Section 1(c), and I (A) intended to use the misappropriated Confidential or Proprietary Information to cause severe reputational or financial harm to the Corporation or (B) used the misappropriated Confidential or Proprietary Information in a manner that caused severe reputational or financial harm to the Corporation; or
- (vi) Under such other circumstances specified in a written recovery policy adopted by the Corporation to comply with Rule 10D-1 under the Securities Exchange Act and New York Stock Exchange listing standards

requiring the Corporation to recover from executive officers erroneously awarded compensation.

(b) The remedy provided in Section 3(a) shall not be the exclusive remedy available to the Corporation for any of the conduct described in Section 3(a) and shall not limit the Corporation from seeking damages or injunctive relief. For purposes of Section 3(a), a determination by the Corporation means, with respect to an Elected Officer, a determination by the Management Development and Compensation Committee of the Board of Directors of the Corporation (the "Committee") and, with respect to any other employee, a determination by a review committee consisting of the Senior Vice President, Chief Human Resources Officer, the Senior Vice President, Ethics and Enterprise Assurance, and the Senior Vice President, General Counsel and Corporate Secretary (the "Review Committee").

(c) For purposes of this Section 3, "Benefits and Proceeds" means (i) to the extent I own Stock issued in respect of vested PSUs, such Stock; (ii) to the extent I no longer own the shares of Stock of the Corporation issued in respect of the PSUs, cash in an amount equal to the greater of (x) the value of such Stock on the date the associated PSUs vested (which, unless otherwise determined by the Committee or the Review Committee, shall be equal to the closing price of the shares of Stock as finally reported by the New York Stock Exchange on such date), and (y) the proceeds received in connection with the disposition of such Stock; and (iii) to the extent I have not earned the PSUs fully, all of my remaining rights, title or interest in my Award and any accrued dividend equivalents with respect thereto.

4. Injunctive Relief. I acknowledge that the Corporation's remedies at law may be inadequate to protect the Corporation against any actual or threatened breach of the provisions of Section 1 or the conduct described in Section 3(a), and, therefore, without prejudice to any other rights and remedies otherwise available to the Corporation at law or in equity (including but not limited to, an action under Section 3(a)), the Corporation shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security.

5. Invalidity; Unenforceability. It is the desire and intent of the parties that the provisions of this PECA shall be enforced to the fullest extent permissible. The covenants in each section of this PECA are independent of any other provisions of this PECA. Each term in this PECA constitutes a separate covenant between the parties, and each term is fully severable from any other term. The parties agree if any particular paragraphs, subparagraphs, phrases, words, or other portions of this PECA are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to comport with the reasonable intent and expectations of the parties and in favor of providing reasonable protection to all of the Corporation's legitimate business interests, and such modification shall not affect the remaining provisions of this PECA, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this PECA, and all remaining terms and provisions shall remain enforceable.

6. Definitions. Capitalized terms not defined in this PECA have the meaning given to them in the Plan, as applicable. For purposes of this PECA, the following terms have the meanings given below:

(a) "Restricted Company" means The Boeing Company, General Dynamics Corporation, Northrop Grumman Corporation, Raytheon Technologies Corporation, Honeywell International Inc., BAE Systems Inc., L3Harris Technologies, Inc., Thales S.A., Airbus Group, Inc., Textron Inc., Leonardo S.p.A., Leidos Holdings, Inc., Space Exploration Technologies Corp. and (i) any entity directly or indirectly controlling, controlled by, or under common control with any of the foregoing, and (ii) any successor to all or part of the business of any of the foregoing as a result of a merger, reorganization, consolidation, spin-off, split-up, acquisition, divestiture, or similar transaction, or as a result of a name change.

(b) "Competitive Products or Services" means products or services that compete with, or are an alternative or potential alternative to, products sold or services provided by a subsidiary, business area, division or operating unit or business of the Corporation as of the Termination Date and at any time within the two-year period ending on the Termination Date; provided, that, (i) if I had direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided during that two-year period by the subsidiary, business area, division or operating unit of the Corporation for which I had responsibility, and (ii) if I did not have direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided by a subsidiary, business area, division or operating unit of the Corporation for which I had access (or was required or permitted such access in the performance of my duties or responsibilities with the Corporation) to Confidential or Proprietary Information of the Corporation at any time during the two-year period ending on the Termination Date.

(c) "Required Approver" means:

- (i) with respect to the Chairman, President and Chief Executive Officer, the Management Development and Compensation Committee of the Corporation's Board of Directors;
- (ii) with respect to an Elected Officer (other than the Chairman, President and Chief Executive Officer), the Corporation's Chief Executive Officer; or
- (iii) with respect to all other employees, the Senior Vice President, Chief Human Resources Officer of the Corporation.

(d) "Elected Officer" means an officer of the Corporation who was elected to their position by the Corporation's Board of Directors.

(e) "Restricted Period" means:

- (i) with respect to an employee who is an Elected Officer at any time during the six-month period prior to their Termination Date, the two-year period following the Termination Date; or
- (ii) with respect to all other employees, the one-year period following the Termination Date.

(f) "Termination Date" means the date of my termination of employment with the Corporation.

7. Miscellaneous.

(a) The Plan, the Award Agreement (with Exhibit B) and this PECA constitute the entire agreement governing the terms of the award of the PSUs to me.

(b) This PECA shall be governed by Maryland law, without regard to its provisions governing conflicts of law. Any enforcement of, or challenge to, this PECA may only be brought in the United States District Court for the District of Maryland, unless it is determined that such court does not have subject matter jurisdiction, in which case any such enforcement or challenge must be brought in the Circuit Court of Montgomery County in the State of Maryland. Both parties consent to the proper jurisdiction and venue of such court, as applicable, for the

purpose of enforcing or challenging this PECA. This Section 7(b) shall not apply to residents of California.

(c) This PECA shall inure to the benefit of the Corporation's successors and assigns and may be assigned by the Corporation without my consent.

(d) This PECA provides for certain obligations on my part following the Termination Date and shall not, by implication or otherwise, affect in any way my obligations to the Corporation during the term of my employment by the Corporation, whether pursuant to written agreements between the Corporation and me, the provisions of applicable Corporate policies that may be adopted from time to time or applicable law or regulation.

(e) The restrictive covenants and other terms in this PECA are to be read consistent with the terms of any other restrictive covenants or other agreements that I have executed with the Corporation; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to the Corporation, even if such construction would require provisions of more than one such agreement to be given effect.

(f) The obligations I have undertaken in this PECA shall survive the Termination Date and no dispute regarding any other provisions of this PECA or regarding my employment or the termination of my employment shall prevent the operation and enforcement of these obligations.

(g) I acknowledge and agree that different restrictive covenant obligations than those set forth above may apply to me if I reside or work in certain jurisdictions. While I reside or work in such a jurisdiction, including on my last day of employment with the Corporation, I agree that the restricted activities set forth above, as well as any other applicable obligations set forth in this PECA, shall be superseded only as set forth in the applicable Addendum attached hereto.

This PECA is effective as of the acceptance by me of the award of PSUs under the Award Agreement and is not contingent on the vesting of my PSU Award.

COLORADO ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

Notice of Restrictive Covenant to Colorado Employees

This notice is to advise you that the Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA (and as modified by this Colorado Addendum) and from disclosing or using Confidential Information as described in Section 1 of the PECA (and as modified by this Colorado Addendum).

You acknowledge that this notice was provided to you at least fourteen (14) days before the earlier of your Termination Date, as defined in the PECA, or the effective date of the consideration provided to you for such covenant. By electronically signing the Award Agreement, you expressly acknowledge and agree that you are deemed to have separately signed this notice.

The provisions of this Colorado Addendum apply only to those employees of the Corporation who primarily work or reside in the State of Colorado.

1. The following is added to the end of Section 1(a) of the PECA "**Covenant Not to Compete**":

The restrictions described in Section 1(a) are intended to cover geographic territory where your knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

2. The language in Section 1 of the PECA "**Restrictions Following Termination of Employment**" is modified by adding the following:

The restrictions related to competitive activities in Section 1(a) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

The restrictions related to solicitation activities in Section 1(b)(i) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than 60% of the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

3. The language in Section 2 of the PECA "**Consideration and Acknowledgement**" is modified by adding the following:

I acknowledge and agree that the restrictions in this PECA are reasonable and shall not prohibit the disclosure of information arising from my general training, knowledge, skill, or experience, whether gained on the job or otherwise, information readily ascertainable to the public, and/or information an employee has a right to disclose as legally protected conduct.

4. The language in Section 7(b) of the PECA is modified by adding the following:

I understand that if I primarily reside or work in the State of Colorado at the time my employment with the Corporation is terminated, the PECA will be subject to the laws and courts of the State of Colorado. During this period, venue shall be the State and Federal courts sitting in Colorado and the parties waive any defense, whether asserted by motion or pleading, that the venue specified by this Addendum is an improper or inconvenient venue.

DISTRICT OF COLUMBIA ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

The District of Columbia's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Corporation has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

The Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA. The provisions of this District of Columbia Addendum apply only to those employees of the Corporation who primarily work in the District of Columbia and are as follows.

1. For Elected Officers, and regarding the non-competition obligation in Section 1(a) of the PECA only, the definition of "**Restricted Period**" is modified by reducing the period from two-years after the Termination Date to one year after the Termination Date.

2. The following is added to the end of Section 1(a) of the PECA "**Covenant Not to Compete**":

I understand that the non-competition obligations under Section 1(a) shall apply to me if I am a "highly compensated employee." A "highly compensated employee" for this purpose is someone who is reasonably expected to earn at least \$150,000 during a consecutive 12-month period or whose compensation earned from the Corporation in the consecutive 12-month period preceding the date the proposed non-competition is to begin is at least \$150,000. Beginning on January 1, 2024, and each calendar year thereafter, the dollar threshold for highly compensated employee status will be adjusted based on increases in the Consumer Price Index. Compensation includes the individual's hourly wages, salary, bonuses or cash incentives, commissions, overtime premiums, vested stocked (including restricted stock units), and other payments provided on a regular or irregular basis.

The restrictions described in Section 1(a) are intended to cover geographic territory where my knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

3. A new Section "**Notice**" is added to the end of the PECA, reading as follows:

I agree that before being required to sign this PECA, the Corporation provided written notice to me that I had at least fourteen (14) calendar days to review the non-competition provision in the PECA before I must execute the PECA.

Exhibit B

Stock Ownership Requirements

Lockheed Martin's Stock Ownership Requirements for Key Employees apply to all senior level positions of Vice President and above. This reflects the expectations of our major stockholders that management demonstrate its confidence in Lockheed Martin through a reasonable level of personal share ownership. This practice is consistent with other major U.S. corporations which link some portion of personal financial interests of key employees with those of shareholders.

Stock Ownership Requirements

Title	Annual Base Pay Multiple
Chairman, President and Chief Executive Officer	6 times
Chief Operating Officer; Chief Financial Officer	4 times
Executive Vice Presidents	3 times
Senior Vice Presidents	2 times
Other Elected Officers	2 times
Other Vice Presidents	1 times

Satisfaction of Requirements

Covered employees may satisfy their ownership requirements with common stock in these categories:

- Shares owned directly.
- Shares owned by a spouse or a trust.
- Shares represented by monies invested in 401(k) Company Common Stock Funds or comparable plans.
- Share equivalents as represented by income deferred to the Company Stock Investment Option of the Deferred Management Incentive Compensation Plan (DMICP).
- Unvested Restricted Stock Units

Key employees will be required to achieve the appropriate ownership level within five years and are expected to make continuous progress toward their target. Appointment to a new level will reset the five year requirement. Unvested Performance Share Units are not counted toward meeting the guidelines.

Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units if the ownership requirements are not yet satisfied.

Covered employees are asked to report annually on their progress toward attainment of their share ownership goals.

Award Date: February 22, 2023



**LONG-TERM INCENTIVE PERFORMANCE AWARD AGREEMENT
GRANTED UNDER THE LOCKHEED MARTIN CORPORATION
2020 INCENTIVE PERFORMANCE AWARD PLAN FOR
THE 2023 – 2025 PERFORMANCE PERIOD**

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING
SECURITIES THAT HAVE BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933**

This Award Agreement applies to the Long-Term Incentive Performance (“LTIP”) Award granted by Lockheed Martin Corporation to you as of the Award Date (defined above) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (“Plan”). The term “Target Award” as used in this Award Agreement refers only to the Target Award awarded to you under this Award Agreement and the term “Award” refers only to the LTIP Award set forth in this Award Agreement. References to the “Corporation” include Lockheed Martin Corporation and its Subsidiaries.

This Award Agreement sets forth your Target Award as well as some of the terms and conditions of your Award under the Plan, as determined by the Management Development and Compensation Committee (“Committee”) of the Board of Directors. Additional terms and conditions, including tax information, are contained in the Plan and in the Prospectus relating to the Plan of which the Plan and this Award Agreement are a part. Your Target Award is identified in the electronic stock plan award recordkeeping system (“Stock Plan System”) maintained by the Corporation or its designee at <http://www.stockplanconnect.com>. The Prospectus is also available at this website.

Except as described in Section 18, your Award is not effective or enforceable until you properly acknowledge your acceptance of the Award by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than May 31, 2023 (the “Acceptance Deadline”). **Except as described in Section 18, if you do not properly acknowledge your acceptance of this Award Agreement on or before the Acceptance Deadline, this Award will be forfeited.**

Assuming prompt and proper acknowledgement of your acceptance of this Award Agreement as described above and in Section 18, this Award will be effective as of the Award Date. Acceptance of this Award Agreement constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award and your agreement to be bound by the restrictions contained in Section 18, Exhibit A, including any addenda thereto (“Post-Employment Conduct Agreement”), and Exhibit B (“Stock Ownership Requirements”), as amended from time to time.

You are responsible for payment of all Taxes imposed on you as a result of the Award. The Corporation will comply with all applicable U.S. Tax withholding requirements applicable to the Award. **Please see the Prospectus for the Plan for a discussion of certain material U.S. Tax consequences of the Award.**

In general, the Corporation will reduce the amount paid to you under this Award Agreement by an amount sufficient to satisfy any applicable Tax withholding obligation, generally at the highest individual tax rate, unless you elect otherwise in accordance with

procedures established by the Corporation during an election window that may be offered by the Corporation. If you elect a lower tax rate for withholding, then you may owe additional taxes as a result of the payment of the Award. The Corporation shall also have the right to (i) offset any other obligation of the Corporation to you (including but not limited to, by withholding from your salary) by an amount sufficient to satisfy the Tax withholding obligation, or (ii) require you (or your estate) to pay the Corporation an amount equal to the Tax withholding obligation.

If you are a taxpayer in a country other than the U.S., you agree to make appropriate arrangements with the Corporation or its subsidiaries for the satisfaction of all income and employment tax withholding requirements, as well as social insurance contributions applicable to the Award. Please see the tax summary for your country available on the Stock Plan System at <http://www.stockplanconnect.com>. If you are a taxpayer in a country other than the U.S., you represent that you will consult with your own tax advisors in connection with this Award and that you are not relying on the Corporation for any tax advice. If you are a taxpayer in Australia, any payment under this Award Agreement will be inclusive of superannuation.

Capitalized terms used in this Award Agreement shall be defined in this Award Agreement or if not defined in this Award Agreement shall have the meaning given to the term in the Plan. Appendix I contains an index of all capitalized terms used in this Award Agreement.

Section 1. Target Award; Performance Period.

1.1 Target Award. Your Target Award for the Performance Period under this Award Agreement shall be the U.S. dollar amount identified as your Target Award in your account in the Stock Plan System at <http://www.stockplanconnect.com>.

1.2 Performance Period. The Performance Period under this Award Agreement is the three-year performance period that runs from January 1, 2023, until December 31, 2025.

1.3 Payment of Award. The amount payable to you under your Award is dependent upon the Corporation's performance as compared to the metrics described in Section 3 and Section 4 of this Award Agreement and your continued employment with the Corporation in accordance with Section 5 of this Award Agreement. As a result of these requirements, any payments you receive may be larger or smaller than your Target Award (e.g., the performance factors could result in no payment in respect of your Award). With respect to US-based Employees, when an Award becomes vested in accordance with Section 5.2(a), the Award amount will be paid to the Participant in US Dollars. With respect to non-US based employees, when an Award becomes vested in accordance with Section 5.2(a), the amount payable to the Participant in cash will be the amount of the Participant's Award converted into the Participant's functional currency at the conversion rate determined by the Corporation in its discretion as of the date the Award becomes vested in accordance with Section 5.2(a).

Section 2. Calculation of Award Payments.

2.1 End of Performance Period Calculation. Following the end of the Performance Period and prior to any payments being made,

(a) The Committee will calculate the Total Stockholder Return Performance Factor based on the Corporation's performance during the Performance Period relative to the performance of other corporations which compose the Peer Performance Group.

(b) The Committee will calculate the ROIC Performance Factor based on the Corporation's ROIC during the Performance Period as compared to the projected ROIC for the Performance Period as set forth in the February 22, 2023 Committee resolution ("ROIC Target").

(c) The Committee will calculate the Free Cash Flow Performance Factor based on the Corporation's cumulative Free Cash Flow during the Performance Period as

compared to the projected cumulative Free Cash Flow for the Performance Period as set forth in the February 22, 2023 Committee resolution ("Free Cash Flow Target").

(d) Your "Potential Award" shall be calculated by multiplying the weighted average of the Total Stockholder Return Performance Factor, the ROIC Performance Factor, and the Free Cash Flow Performance Factor by your Target Award. The Total Stockholder Return Performance Factor, the ROIC Performance Factor, and the Free Cash Flow Performance Factor shall be weighted as follows in determining the weighted average of the three performance factors:

Total Stockholder Return Performance Factor	50%
ROIC Performance Factor	25%
Free Cash Flow Performance Factor	25%

You must (except as specified in Section 5) remain employed by the Corporation through the last day of the Performance Period to receive your Potential Award.

2.2 Adjustment of ROIC Target and Free Cash Flow Target. The Committee will adjust the ROIC Target and Free Cash Flow Target established as described in Section 2.1(b) and Section 2.1(c), respectively, to account for the impact of any purchase, acquisition, investment, disposition, or divestiture during the Performance Period with a transaction value (including the assumption of liabilities) in excess of \$1 billion at the time of the closing of the transaction. In adjusting any ROIC Target and Free Cash Flow Target to account for the impact of any transaction described above, the Committee shall also adjust the ROIC Target and Free Cash Flow Target for any related disposition(s) or divestiture(s) that may be required by any regulatory authorities in connection with or as a condition to approval or completion of such transaction (notwithstanding that any such disposition or divestiture may have a transaction value of less than \$1 billion). For the avoidance of doubt, in the case of any transaction where the Corporation's financial or ownership interest is less than one hundred percent, the determination of the transaction value for purposes of the \$1 billion threshold shall only take into account the value of the Corporation's interest.

Section 3. Total Stockholder Return Performance Factor.

3.1. Peer Performance Group. The Total Stockholder Return Performance Factor will be based upon the relative ranking of the Corporation's TSR (as defined in Section 3.2) for the Performance Period to the TSR for the Performance Period for each company in the "Peer Performance Group." The "Peer Performance Group" shall consist of the following companies (each a "Peer Company"):

Company	Ticker	Company	Ticker
AECOM	ACM	L3Harris Technologies, Inc.	LHX
AGCO Corporation	AGCO	Northrop Grumman Corporation	NOC
Builders FirstSource, Inc.	BLDR	Otis Worldwide Corporation	OTIS
Carrier Global Corporation	CARR	PACCAR Inc.	PCAR
Caterpillar Inc.	CAT	Parker-Hannifin Corporation	PH
Cummins Inc.	CMI	Quanta Services, Inc.	PWR
Deere & Company	DE	Raytheon Technologies Corporation	RTX
Eaton Corporation plc	ETN	Stanley Black & Decker, Inc.	SWK
Emerson Electric Co.	EMR	Textron Inc.	TXT
EMCOR Group, Inc.	EME	The Boeing Company	BA
General Dynamics Corporation	GD	3M Company	MMM
General Electric Company	GE	Trane Technologies plc	TT
Honeywell International Inc.	HON	United Rentals, Inc.	URI
Huntington Ingalls Industries, Inc.	HII	Univar Solutions Inc.	UNVR
Illinois Tool Works Inc.	ITW	W.W. Grainger, Inc.	GWW
Johnson Controls International plc	JCI	WESCO International, Inc.	WCC

The following rules apply to the composition and relative ranking of the Peer Performance Group during the Performance Period:

(a) If, on or before the last trading day of the twenty-fourth month of the Performance Period (i.e., on or before December 31, 2024), a Peer Company publicly announces that it has entered into a definitive agreement to be acquired (including, without limitation, a merger or other business combination of a Peer Company with another entity in which the Peer Company is not the survivor or the sale of all or substantially all of a Peer Company's assets), then that Peer Company will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period. In the case of the public announcement of a merger or other business combination involving two Peer Companies in which following the closing of such transaction neither Peer Company will survive, both Peer Companies will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period.

(b) If, after the last trading day of the twenty-fourth month of the Performance Period (i.e., after December 31, 2024), a Peer Company publicly announces that it has entered into a definitive agreement to be acquired (including, without limitation, a merger or other business combination of a Peer Company with another entity in which the Peer Company is not the survivor or the sale of all or substantially all of a Peer Company's assets), then that Peer Company's TSR ranking will be fixed at its ranking relative to the Corporation's TSR (i.e., ranking either above or below the Corporation) as of the date of the announcement. In the case of the public announcement of a merger or other business combination involving two Peer Companies in which following the closing of such transaction neither Peer Company will survive, both Peer Companies' TSR ranking will be fixed at its ranking relative to the Corporation's TSR as of the date of the announcement. For purposes of this Section 3.1(b), TSR will be calculated in accordance with Section 3.2, with the "Ending Price" determined using the average closing price of a share of common stock (as quoted in the principal market on which it is traded as of the beginning and the ending of the Performance Period) during the twenty (20) day trading period ending on the day before the announcement.

(c) If as a result of a public announcement of a transaction involving a Peer Company, a Peer Company is removed from the Peer Performance Group pursuant to

Section 3.1(a) above or its TSR is fixed pursuant to Section 3.1(b) above and such transaction closes during the Performance Period and following the closing of such transaction the survivor is publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then subsequent to the closing the Peer Company will be added back to the Peer Performance Group for the entire Performance Period. If both parties to the transaction are Peer Companies, then Section 3.1(a) or 3.1(b) will apply to one Peer Company and Section 3.1(a), 3.1(b), or 3.1(c) will apply to the other Peer Company. For example, if two Peer Companies announce a merger in which neither Peer Company is the survivor before the last trading day of the twenty-fourth month of the Performance Period, then (i) both Peer Companies will be removed immediately from the Peer Performance Group under Section 3.1(a), and (ii) one Peer Company will be added back into the Peer Performance Group only if the merger closes during the Performance Period and the post-merger entity continues to trade under the Peer Company's pre-merger ticker symbol or a new ticker symbol that includes the Peer Company's pre-transaction trading history.

(d) If during the Performance Period a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes, and the survivor is publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then the Peer Company will remain in the Peer Performance Group. If, on or before the last trading day of the twenty-fourth month of the Performance Period (i.e., on or before December 31, 2024), a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes, and the survivor is not publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then the Peer Company will be immediately removed from the Peer Performance Group as of the beginning of the Performance Period. If, after the last trading day of the twenty-fourth month of the Performance Period (i.e., after December 31, 2024), a transaction involving one Peer Company that was announced prior to the start of the Performance Period closes and the survivor is not publicly traded on a securities exchange under the Peer Company's pre-transaction ticker symbol or under another ticker symbol that includes the Peer Company's pre-transaction trading history, as determined by the Corporation using the tool the Corporation has designated in its discretion for computing Total Stockholder Return, then that Peer Company's TSR ranking will be fixed at its ranking relative to the Corporation's TSR (i.e., ranking either above or below the Corporation) as of the closing of the transaction. For purposes of the previous sentence of this Section 3.1(d), TSR will be calculated in accordance with Section 3.2, with the "Ending Price" determined using the average closing price of a share of common stock (as quoted in the principal market on which it is traded as of the beginning and the ending of the Performance Period) during the twenty (20) day trading period ending on the day before the closing of the transaction.

(e) If a Peer Company files for bankruptcy under the US Bankruptcy Code (Title 11 of the United States Code) at any time during the Performance Period, then that Peer Company will be ranked last for purposes of the end of Performance Period calculation described in Section 3.2.

3.2. Calculation of Total Stockholder Return Performance Factor.

Your Total Stockholder Return Performance Factor, expressed as a percentage, will be determined in accordance with the table below based on the Corporation's Percentile Ranking of TSR against the Peer Performance Group for the Performance Period; provided, however, that, notwithstanding anything in this Award Agreement to the contrary, if the Corporation's TSR for the three-year Performance Period is negative, the maximum Total Stockholder Return Performance Factor shall not exceed 100%. At the end of the Performance Period, each company's TSR shall be ranked among the TSRs for each other company in the Peer Performance Group on a percentile basis (using the Excel PERCENTRANK function), taking into account any changes to the Peer Performance Group or ranking changes made during the Performance Period in accordance with Section 3.1(a) – (e) (the "Percentile Ranking").

<u>Band</u>	<u>Percentile Ranking</u>	<u>Total Stockholder Return Performance Factor</u>
One	75 th - 100 th	200% (Maximum)
Two	60 th	150%
Three	50 th	100%
Four	40 th	50%
Five	35 th	25% (Threshold)

If the Corporation's TSR puts the Corporation over the listed Percentile Ranking for the applicable Band (other than Band One) in the above table, your Total Stockholder Return Performance Factor shall be interpolated on a linear basis.

For purposes of this Award Agreement, "Total Shareholder Return" or "TSR" means on a percentage basis, with respect to the Corporation or any Peer Company, the price appreciation of such company's common stock plus the value of reinvested dividends, calculated using the Beginning Price and the Ending Price, where

"Ending Price" means the average closing price of a share of common stock during the twenty (20) day trading period ending December 31, 2025 (or another ending date specified in Section 3.1); and

"Beginning Price" means the average closing price of a share of common stock during the twenty (20) day trading period ending December 31, 2022.

The Committee, in its sole discretion, may adjust TSR as necessary for any changes in equity structure, including but not limited to stock splits or other stock dividends. The Total Stockholder Return for the Corporation and each Peer Company shall be computed from data available to the public using the tool the Corporation has designated in its discretion for computing Total Stockholder Return. The Corporation's Total Stockholder Return will be based on the performance of the Stock. With respect to the Peer Companies, the Total Stockholder Return of each company that is taken into account in computing each Peer Company's Total Stockholder Return will be based on the equity security of the relevant company that is traded using the ticker symbol indicated in the chart in Section 3.1 to the right of the Peer Company's name, or a successor ticker symbol determined as described in Section 3.1(c) or Section 3.1(d).

Section 4. ROIC Performance Factor and Free Cash Flow Performance Factor.

4.1 ROIC Performance Factor. The ROIC Performance Factor will be determined by comparing the Corporation's ROIC for the Performance Period to the ROIC Target and then identifying the ROIC Performance Factor based upon the factor associated with the percentage of ROIC Target on the following table:

<u>ROIC Band</u>	<u>ROIC Performance Factor</u>
112% of Target	200% (Maximum)
ROIC Target	100%
90% of Target	25% (Threshold)

(a) ROIC Definition. For purposes of this Award Agreement, "ROIC" means return on invested capital for the Performance Period calculated as (A) average annual (i) net income (excluding any charge or addition to net income resulting solely from adjustment of deferred tax assets and liabilities for the effect of enactment of corporate tax reform and related legislation and regulations that change the top United States federal corporate income tax rate by two or more percentage points after the Award Date ("Tax Reform")), plus (ii) interest expense times one minus the weighted average of the highest marginal federal corporate income tax rates over the three year Performance Period, adjusted to reflect any applicable limitations on deductibility of the Corporation's interest expense, divided by (B) the average thirteen quarter-end investment balances (beginning with the quarter-end immediately preceding the beginning of the Performance Period) consisting of (i) debt (including current maturities of long-term debt) plus (ii) stockholders' equity plus the postretirement plans amounts determined quarterly as included in the Corporation's Statement of Stockholders' Equity. For any year in which net income would otherwise be affected by Tax Reform, net income shall be adjusted by substituting the effective tax rate assumed in the 2023 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (A)(i) above, if any, to the extent necessary to avoid double counting of tax impacts); for any other year in which net income would otherwise be affected by a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, net income shall be adjusted to neutralize the impact of such change in law or interpretation of law. Net income also shall be adjusted to exclude any non-cash settlement charge to earnings resulting solely from one or more risk transfer transactions to manage the Corporation's pension liabilities that were not included in the 2023 Long Range Plan, including any transactions involving the purchase of a group annuity contract for a portion of the Corporation's outstanding defined benefit pension obligations that are treated as a settlement for accounting purposes. For any year in which net income is impacted by profit change(s) due to the timing or recognition of a loss on a specific strategic program approved by the Committee, the Long Range Plan, actual financial results, or both, as appropriate, for the current and future periods shall be adjusted to neutralize the impact of such profit change(s).

(b) ROIC Determination. Each component of ROIC and the calculation of any postretirement plans amounts recorded in the Corporation's Statement of Stockholders' Equity shall be determined by the Committee in accordance with generally accepted accounting principles in the United States and be based upon the comparable numbers reported on the Corporation's audited consolidated financial statements or, if audited financial statements are not available for the date or period on which ROIC is being determined, the Committee shall make its determination in a manner consistent with the historical practices used by the Corporation in determining the components of ROIC and postretirement plans amounts recorded in the Corporation's Statement of Stockholders' Equity for purposes of reporting those items on its audited financial statements, as modified by this paragraph. Notwithstanding the foregoing, ROIC will be adjusted to

exclude the impact of any change in accounting standards or adoption of any new accounting standard that was not included in the 2023 Long Range Plan that is required under generally accepted accounting principles in the United States and that is reported in the Corporation's filings with the Securities and Exchange Commission as having a material effect on the Corporation's consolidated financial statements. ROIC, as included in the 2023 Long Range Plan, and the change in ROIC for purposes of the ROIC Performance Factor, will be determined in accordance with this Section 4.1(b).

4.2 Free Cash Flow Performance Factor. The Free Cash Flow Performance Factor will be determined by comparing the Corporation's cumulative Free Cash Flow during the Performance Period to the Free Cash Flow Target, and then identifying the Free Cash Flow Performance Factor based upon the factor associated with the change from the Free Cash Flow Target on the following table:

<u>Free Cash Flow Band</u>	<u>Free Cash Flow Performance Factor</u>
130% of Target	200% (Maximum)
Free Cash Flow Target	100%
85% of Target	25% (Threshold)

(a) Free Cash Flow Definition. For purposes of this Award Agreement, "Free Cash Flow" means net cash flow from operations less capital expenditures, adjusted to exclude the impact of: (i) the aggregate after tax difference between the amount forecasted in the Corporation's 2023 Long Range Plan to be contributed by the Corporation to the Corporation's defined benefit pension plans during the Performance Period and the actual amounts contributed by the Corporation during the Performance Period; (ii) any tax payments or tax benefits during the Performance Period associated with the divestiture of business units, other than tax payments or tax benefits that were included in the Corporation's 2023 Long Range Plan; and (iii) for any year in which Free Cash Flow would otherwise be affected by (I) Tax Reform or (II) an annual net change in cash tax liability resulting from a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, the aggregate difference between the tax payments forecasted in the 2023 Long Range Plan and the actual tax payments (and adjusting the amount under clause (i) above, if any, to the extent necessary to avoid double counting of tax impacts).

(b) Free Cash Flow Determination. Free Cash Flow shall be determined by the Committee using amounts reported on the Corporation's audited consolidated financial statements or, if audited financial statements are not available for the period for which Free Cash Flow is being determined, the Committee shall determine Free Cash Flow in a manner consistent with the historical practices used by the Corporation in determining net cash provided by operating activities and capital expenditures as reported in its audited consolidated statement of cash flows, in either case as modified by this paragraph. Notwithstanding the foregoing, Free Cash Flow will be adjusted to exclude the impact of any change in accounting standards or adoption of any new accounting standard that was not included in the 2023 Long Range Plan that is required under generally accepted accounting principles in the United States and that is reported in the Corporation's filings with the Securities and Exchange Commission as having a material effect on the Corporation's consolidated financial statements.

4.3 Interpolation of ROIC and Free Cash Flow Metrics. If the Corporation's ROIC or Free Cash Flow falls above or below Target and between the two percentages of Target listed in the applicable table in Section 4.1 or 4.2, the appropriate performance factor will be interpolated on a linear basis. Notwithstanding the foregoing, the ROIC Performance Factor will always be zero if the ROIC for the Performance Period is less than 90% of the ROIC Target and the Free

Cash Flow Performance Factor will always be zero if the aggregate Free Cash Flow for the Performance Period is less than 85% of the Free Cash Flow Target.

4.4 For purposes of this Section 4, all references to the 2023 Long Range Plan shall be to the 2023 Long Range Plan as was in effect on February 21, 2023.

Section 5. Payment of Award.

5.1. Employment Requirement.

(a) General Rule. In order to be eligible to receive payment of your Award as determined under Sections 2.1(d), 5.2 and 5.3, you must accept this Award Agreement as described in Section 18 and remain employed by the Corporation through the last day of the Performance Period. Except as provided below or where prohibited by law, if your employment as an Employee terminates during the Performance Period, you shall forfeit your right to receive all or any part of your Award. If you are on Corporation-approved leave of absence at any point during the Performance Period, for purposes of this Award Agreement, you will be considered to still be in the employ of the Corporation, unless otherwise provided in an agreement between you and the Corporation.

(b) Exceptions. Notwithstanding Section 5.1(a), if the Committee determines

(1) that your employment as an Employee terminated as a result of your death, Total Disability or Retirement, or a Divestiture, or

(2) that the Corporation terminated your employment involuntarily after August 22, 2023 (the "Minimum Service Date"), (except that, if you are an employee who has been identified by the Corporation as subject to Divestiture, "after the Minimum Service Date," does not apply to you) as a result of a layoff, including through a voluntary layoff program that constitutes a window program under Section 409A of the Code,

you shall be eligible to receive a fraction of your Potential Award. The numerator of such fraction shall equal the number of days from the Award Date to the date your employment as an Employee terminated, and the denominator shall equal the total number of days from the Award Date to the end of the Performance Period.

As a condition to being eligible to receive a portion of your Potential Award as a result of your layoff in accordance with Section 5.1(b)(2), you will be required to execute and deliver to the Corporation a general release of claims against the Corporation in a form acceptable to the Corporation within the time period specified by the Corporation in such release and not revoke such release within any revocation period provided for therein. Except as otherwise expressly provided by the Corporation in writing, a failure to satisfy this condition will result in forfeiture of your right to receive all or any part of your Award on the date of your layoff.

The Committee shall have complete and absolute discretion to make the determinations called for under this Section 5.1(b), and all such determinations shall be binding on you and on any person who claims all or any part of your Award on your behalf as well as on the Corporation.

(c) Special Definitions. For purposes of this Award Agreement:

(1) Your employment as an Employee shall be treated as terminating because of a "Total Disability" on the date you commence receiving a benefit under the Corporation's long-term disability plan in which you participate, or if you are not enrolled in the Corporation's long-term disability plan, the date on which long-term disability benefits would commence under the plan under which you

would have been covered, had you enrolled, using the standards set forth in that plan;

(2) Your employment as an Employee shall be treated as terminating as a result of Divestiture if the Corporation divests all or substantially all of a business operation of the Corporation and such divestiture results in the termination of your employment with the Corporation and a transfer of such employment to the other party in the Divestiture. A "Divestiture" shall mean a transaction that results in the transfer of control of the business operation divested to any person, corporation, association, partnership, joint venture, limited liability company or other business entity of which less than 50% of the voting stock or other equity interests are directly or indirectly owned or controlled by the Corporation, by one or more of the Corporation's Subsidiaries or by any combination thereof; and

(3) Your employment as an Employee shall be treated as terminating because of "Retirement" if the effective date of your termination of employment is after the "Minimum Service Date, and (i) after you reach age 65, or (ii) after you reach age 55 and have (at the time of your termination) completed at least ten years of service with the Corporation. For this purpose, the effective date of your termination of employment is the day next following your last day worked.

(d) Resignation or Termination before the Last Day of the Performance Period.

(1) Except where prohibited by law, if you resign or your employment otherwise terminates before the last day of the Performance Period, other than on account of death, Total Disability, layoff, Retirement or Divestiture (as described above) or Change in Control (as described below), you will forfeit your right to receive all or any part of your Award on the date of your termination.

(2) Except where prohibited by law, if your employment terminates for any reason before the last day of the Performance Period by action of the Corporation due to your misconduct, then you will forfeit your right to receive all or any part of your Award on the date of your termination, even if at the time of your termination due to misconduct you have attained (i) age 55 and ten years of service, or (ii) age 65. The business area or Enterprise Operations review committee responsible for determinations of misconduct, or the Committee if you are an Elected Officer, will determine if your employment terminates due to misconduct.

5.2. Payment Rules.

(a) General Rule: Vesting; Method of Payment; Timing of Payment. If you are eligible to receive all, or a portion of, your Potential Award under Section 5.1, up to \$10,000,000 of your Potential Award shall be fully vested on the date on which the Committee certifies in writing that your Target Award has become a Potential Award for the Performance Period. This portion of your award shall be known as the "Payable Portion" of your Potential Award. The Payable Portion of your Potential Award shall be (i) paid to you in cash as soon as administratively practicable after the certification date described above, but not later than March 15, 2026, or (ii) deferred in accordance with Section 5.2(c), if applicable. Subject to any deferral election under Section 5.2(c), in the event of your death, the Payable Portion of your Potential Award will be made to your Beneficiary.

(b) Special Rules for Certain Employees Terminated During Performance Period. If you terminate employment during the Performance Period but are eligible to receive a portion of your Potential Award as a result of an exception under Section 5.1(b), payment of such portion of your Potential Award shall be in full satisfaction of all rights you have under this Award Agreement. The portion of your Potential Award payable to you

following a termination of employment during the Performance Period under circumstances described in Section 5.1(b) shall be paid to you or, in the event of your death, to your Beneficiary, at the time specified in Section 5.2(a) (subject to Section 5.2(c)).

(c) Deferral. You may be given an opportunity to elect to defer any amounts payable under Section 5.2 of this Award Agreement. In such event, such election shall be irrevocable, shall be made in accordance with the terms of the Lockheed Martin Corporation Deferred Management Incentive Compensation Plan ("DMICP") and the requirements of Section 409A of the Code, and shall be subject to such additional terms and conditions as are set by the Committee. A deferral election form and the terms and conditions for any deferral will be furnished to you in due course. The beneficiary designation for the DMICP shall govern any amounts deferred under the terms of the DMICP. This Section 5.2(c) shall not apply if you are a taxpayer in a country other than the United States or are not otherwise eligible to participate in the DMICP.

(d) Payment Rules Applicable to Canadian Employees. If you are employed in Canada, for purposes of the Award Agreement, the date of termination of employment will be the last day of actual and active employment. For the avoidance of doubt, except as may be required by applicable minimum standards legislation, no period of notice or payment in lieu of notice that is given or that ought to have been given under any applicable law or contract in respect of such termination of employment that follows or is in respect of a period after your last day of actual and active employment, if any, will be considered as extending your period of employment for the purposes of determining your entitlement under this Agreement.

5.3. Cutback. Any portion of your Potential Award in excess of the Payable Portion of your Potential Award will be forfeited to the extent that such portion, together with payments attributable to any other Cash-Based Awards that are granted during 2023 as Performance Based Awards, exceeds \$10,000,000. Amounts in excess of any Plan limits also shall be forfeited.

Section 6. No Assignment – General Creditor Status.

You shall have no right to assign any interest you might have in all or any part of the Target Award or Potential Award which has been granted to you under this Award Agreement and any attempt to do so shall be null and void and shall have no force or effect whatsoever. Furthermore, all payments called for under this Award Agreement shall be made in cash from the Corporation's general assets, and your right to payment from the Corporation's general assets shall be the same as the right of a general and unsecured creditor of the Corporation.

Section 7. Plan.

This Award Agreement shall be subject to all of the terms and conditions set forth in the Plan.

Section 8. Change in Control.

8.1. Vesting of Award Upon Change in Control. In the event of a consummation of a Change in Control during the Performance Period, your Target Award will become vested (i) on the effective date of the Change in Control if the LTIP Award is not assumed, continued, or equivalent cash incentives are not substituted for your LTIP Award by the Corporation or its successor, or (ii) if the LTIP is assumed, continued or substituted, upon your involuntary termination other than for Cause (not including death or Total Disability) or your voluntary termination with Good Reason, in either case, within the 24-month period following the consummation of the Change in Control. The cash payment in which you have become vested shall be delivered to you within fourteen (14) days of the date on which you become vested.

8.2 Special Definitions. For purposes of this Award Agreement:

(a) Cause shall mean either of the following:

- 1) Conviction for an act of fraud, embezzlement, theft or other act constituting a felony (other than traffic-related offenses or as a result of vicarious liability); or
- 2) Willful misconduct that is materially injurious to the Corporation's financial position, operating results or reputation; provided, however that no act or failure to act shall be considered "willful" unless done, or omitted to be done, by you (a) in bad faith; (b) for the purpose of receiving an actual improper personal benefit in the form of money, property or services; or (c) in circumstances where you had reasonable cause to believe that the act or failure to act was unlawful.

(b) Good Reason shall mean, without your express written consent, the occurrence of any one or more of the following after the Change in Control:

- 1) A material and substantial reduction in the nature or status of your authority or responsibilities;
- 2) A material reduction in your annualized rate of base salary;
- 3) A material reduction in the aggregate value of your level of participation in any short- or long- term incentive cash compensation plan, employee benefit or retirement plan or compensation practices, arrangements, or policies;
- 4) A material reduction in the aggregate level of participation in equity-based incentive compensation plans; or
- 5) Your principal place of employment is relocated to a location that is greater than fifty (50) miles from your principal place of employment on the date the Change in Control is consummated.

Your continued employment following an event that would constitute a basis for voluntary termination with Good Reason shall not constitute Good Reason if you consent to, or waive your rights with respect to, any circumstances constituting Good Reason. In addition, the occurrence of an event described in 1) through 5) shall constitute the basis for voluntary termination for Good Reason only if you provide written notice of your intent to terminate employment within 90 days of the first occurrence of such event and the Corporation has had at least 30 days from the date on which such notice is provided to cure such occurrence. If you do not terminate employment for Good Reason within 180 days after the first occurrence of the applicable grounds, then you will be deemed to have waived your right to terminate for Good Reason with respect to such grounds.

8.3. Special Rule. Notwithstanding Section 8.1, if a payment in accordance with those provisions would result in a nonexempt short-swing transaction under Section 16(b) of the Exchange Act, then the date of distribution to you shall be delayed until the earliest date upon which the distribution either would not result in a nonexempt short-swing transaction or would otherwise not result in liability under Section 16(b) of the Exchange Act.

Section 9. Amendment and Termination.

As provided in Section 9 of the Plan, the Board of Directors may at any time amend, suspend or discontinue the Plan and the Committee may at any time deviate from or amend this Award Agreement. Notwithstanding the foregoing, no such action by the Board of Directors or the Committee shall amend Sections 1, 2, 3, 4, or 5 in a manner adverse to you or reduce the

amount payable hereunder in a material manner without your written consent. For this purpose, a change in the amount payable hereunder that occurs solely by reason of a change in the date or form of payment due to Section 409A of the Code or Section 16 of the Exchange Act shall in no case be treated as a reduction prohibited by this Section 9. Thus, for example, if an amount payable by reason of Section 8 is delayed by an amendment to this Award Agreement or other action undertaken to comply with Section 409A of the Code, such a change shall not be treated as a reduction prohibited by this Section 9. This Section 9 shall be construed and applied so as to permit the Committee to amend this Award Agreement at any time in any manner reasonably necessary or appropriate in order to comply with the requirements of Section 16 of the Exchange Act and of Section 409A of the Code, including amendments regarding the timing and form of payments hereunder.

Section 10. Data Privacy Consent For Employees Located Outside Of The United States.

To the extent recognized under applicable law, if you are located outside of the United States, then by accepting this Award Agreement as described in Section 18, you hereby explicitly and unambiguously consent to, and acknowledge the need for, the collection, use and transfer, in electronic or other form, of your Personal Data (defined below) as described in this Award Agreement by and among the Corporation for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Corporation collects, holds, uses, and processes certain information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Corporation, details of all awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Corporation acts as the controller/owner of this Personal Data, and processes this Personal Data for purposes of implementing, administering, and managing the Plan. The Corporation protects the Personal Data that it receives in the United States from the European Union ("EU"), or any other location outside the United States, in accordance with data transfer agreements based on EU-approved Standard Contractual Clauses.

You understand that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country may have different, including less stringent, data privacy laws and protections than your country. You may request a list with the names and addresses of any third-party recipients of the Personal Data at any time by contacting your local human resources representative. When disclosing Personal Data to these third parties, the Corporation provides appropriate safeguards for protecting the transfer of your Personal Data, such as establishing standard data protection clauses with the third parties as adopted by the European Commission. You may request a copy of, or information about, such safeguards by contacting your local human resources representative. You recognize that the Corporation and any other possible recipients including any present or future third-party recipients must receive, possess, use, retain and transfer your Personal Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom the Corporation may elect to administer the settlement of any award. You understand that Personal Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan and comply with applicable legal requirements.

To the extent provided by your local law, you may, at any time, have the right to request: access to your Personal Data, rectification of your Personal Data, erasure of your Personal Data, restriction of processing of your Personal Data, portability of your Personal Data and information about the storage and processing of your Personal Data. You may also have the right to object, on grounds related to a particular situation, to the processing of your Personal

Data, as well as to refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Section 11. No Assurance of Employment; No Right to an Award; Value of Award.

Nothing contained in the Plan or in this Award Agreement shall confer upon you any right to continue in the employ or other service of the Corporation or constitute any contract (of employment or otherwise) or limit in any way the right of the Corporation to change your compensation or other benefits or to terminate your employment with or without cause. You acknowledge and agree that:

- (a) the Plan is discretionary in nature and the Board of Directors may amend, suspend, or terminate it at any time;
- (b) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of any Awards, or benefits in lieu of any Award even if Awards have been granted repeatedly in the past;
- (c) all determinations with respect to such future Awards, if any, including but not limited to the times when Awards shall be granted or when Awards shall vest, will be at the sole discretion of the Committee or its delegate;
- (d) your participation in the Plan is voluntary;
- (e) the value of the Award is an extraordinary item of compensation, which is outside the scope of your employment contract (if any), except as may otherwise be explicitly provided in your employment contract;
- (f) the Award is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating termination, severance, resignation, redundancy, end of service, or similar payments, or bonuses, long-service awards, pension or retirement benefits;
- (g) the Award shall expire upon termination of your employment for any reason except as may otherwise be explicitly provided in the Plan and this Award Agreement;
- (h) the future value of the Award is unknown and cannot be predicted with certainty; and
- (i) no claim or entitlement to compensation or damages arises from the termination of the Award in accordance with the Plan and this Award Agreement or diminution in value of the Award and you irrevocably release the Corporation from any such claim that may arise.

Section 12. Conflict.

In the event of a conflict between this Award Agreement and the Plan, the Plan document shall control.

Section 13. Compliance with Section 409A of the Code.

It is the intent of the Corporation that your Award not be subject to taxation under Section 409A(a)(1) of the Code. Nevertheless, in the event that your Award is subject to Section 409A of the Code, as determined by the Senior Vice President, Chief Human Resources Officer or delegate, in consultation with the General Tax Counsel or delegate, the following rules apply:

(i)

the Award will be interpreted and administered to meet the requirements of Sections 409A(a)(2), (3) and (4) of the Code and thus to be exempt from taxation under Section 409A(a)(1) of the Code; (ii) no Award payment will be made on account of your termination of employment unless the termination of employment constitutes a "separation from service" under Section 409A(a)(2)(a)(i) of the Code; and (iii) if you are a "specified employee" within the meaning of Section 409A of the Code, any payment in respect of this Award made on account of a termination of employment will be delayed for six (6) months following such termination of employment, and then made at the earliest date permitted by Section 409A of the Code.

Section 14. Post-Employment Covenants & Stock Ownership Requirements.

Except where prohibited by law, by accepting this Award Agreement as described in Section 18, you agree to the terms of the Post-Employment Conduct Agreement contained in Exhibit A to this Award Agreement and you acknowledge receipt of the Stock Ownership Requirements attached as Exhibit B to this Award Agreement and agree to comply with such Stock Ownership Requirements as amended from time to time. If you are not a Vice President (or above) on the Award Date, but you are promoted to Vice President (or above) prior to the last day of the Performance Period, the Stock Ownership Requirements as in effect at that time shall become applicable to you on the date of your promotion to Vice President (or above).

Section 15. English Language.

You have received the terms and conditions of this Award Agreement and any other related communications, and you consent to having received these documents, in English. If you have received this Award Agreement or any other documents related to the Plan translated into a language other than English, and if the translated version is different from the English version, the English version will control.

Quebec Residents Only: The Parties have agreed that this Award Agreement, the Plan as well as any notice, document or instrument relating to them be drawn up in English only. You acknowledge that, upon your reasonable request, the Corporation will provide a French translation of such documents to you. Les parties aux présentes ont convenu que la présente accord, le "Plan," ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement. Vous reconnaissez que, à votre demande raisonnable, "the Corporation" fournit une traduction française de ces documents à vous.

Section 16. Currency Exchange Risk.

If your functional currency is not the U.S. dollar, you agree and acknowledge that you will bear any and all risk associated with the exchange or fluctuation of currency associated with the Award (the "Currency Exchange Risk"). You waive and release the Corporation and its subsidiaries from any potential claims arising out of the Currency Exchange Risk.

Section 17. Exchange Control Requirements.

You agree and acknowledge that you will comply with any and all exchange control requirements applicable to the Award and any resulting funds including, without limitation, reporting or repatriation requirements. You further agree and acknowledge that you will determine whether any such requirements are applicable to the Award and any resulting funds, and that you are not relying on the Corporation for any advice in this regard.

Section 18. Acceptance of Award Agreement; Electronic Delivery.

By accepting this Award Agreement, you consent to receive copies of the Prospectus applicable to this Award through the Stock Plan System at <http://www.stockplanconnect.com>) as well as to electronic delivery of the Corporation's annual report on Form 10-K, proxy statement and quarterly reports on Form 10-Q. This consent can only be withdrawn by written notice to the Vice President of Total Rewards at Lockheed Martin Corporation, Mail Point 126, 6801

Rockledge Drive, Bethesda, MD 20817. The Corporation will deliver any documents related to the Award under the Plan or future Awards that may be awarded under the Plan through the Stock Plan System. The Corporation will request your consent to participate in the Plan through the Stock Plan System. You hereby consent to receive such documents and agree to participate in the Plan through the Stock Plan System.

No Award is enforceable until you properly acknowledge your acceptance of this Award Agreement by completing the electronic receipt on the Stock Plan System as soon as possible but in no event later than the Acceptance Deadline. Acceptance of this Award Agreement must be made only by you personally or by a person acting pursuant to a power of attorney in the event of your inability to acknowledge your acceptance (and not by your estate, your spouse or any other person) and constitutes your consent to any action taken under the Plan consistent with its terms with respect to this Award. Notwithstanding the foregoing, this Award will be enforceable and deemed accepted, and will not be forfeited, if you are unable to accept this Award Agreement personally by the Acceptance Deadline, due to your death, disability, incapacity, deployment in the Armed Forces, or similar unforeseen circumstance as determined by the Corporation in its discretion. If you desire to accept this Award, you must acknowledge your acceptance and receipt of this Award Agreement electronically on or before the Acceptance Deadline, by going to the Stock Plan System at <http://www.stockplanconnect.com>.

Assuming prompt and proper acknowledgment of this Award Agreement as described in this Section 18, this Award will be effective as of the Award Date.

Appendix I
Capitalized Terms

Acceptance Deadline	3 rd ¶
Award	1 st ¶
Award Date	Header
Beneficiary	Plan
Cash-Based Award	Plan
Free Cash Flow	§ 4.2(a)
Free Cash Flow Performance Factor	§ 4.2
Free Cash Flow Target	§ 2.1(c)
Cause	§ 8.2(a)
Change in Control	Plan
Code	Plan
Committee	2 nd ¶
Corporation	1 st ¶
Currency Exchange Risk	§ 16
Divestiture	§ 5.1(c)(2)
DMICP	§ 5.2(c)
Employee	Plan
Exchange Act	Plan
Good Reason	§ 8.2(b)
Insider	Plan
LTIP	1 st ¶
Minimum Service Date	§ 5.1(b)(2)
Payable Portion	§ 5.2(a)
Peer Company	§ 3.1
Peer Performance Group	§ 3.1
Percentile Ranking	§ 3.2
Performance-Based Award	Plan
Performance Period	§ 1.2
Personal Data	§ 10
Plan	1 st ¶
Post-Employment Conduct Agreement	4 th ¶
Potential Award	§ 2.1(d)
Retirement	§ 5.1(c)(3)
ROIC	§ 4.1(a)
ROIC Performance Factor	§ 4.1
ROIC Target	§ 2.1(b)
Stock Ownership Requirements	4 th ¶
Stock Plan System	2 nd ¶
Subsidiary	Plan
Target Award	1 st ¶, § 1.1
Tax or Taxes	Plan
Tax Reform	§ 4.1(a)
Total Disability	§ 5.1(c)(1)
Total Stockholder Return or TSR	§ 3.2
Total Stockholder Return Performance Factor	§ 3.1; § 3.2
2023 Long Range Plan	§ 4.4

Exhibit A
Post-Employment Conduct Agreement
(LTIP Grant)

This Post-Employment Conduct Agreement (this "PECA") attached as Exhibit A to the Award Agreement with an Award Date of February 22, 2023, (the "Award Agreement") is entered into in consideration of, among other things, the grant of a Long Term Incentive Performance Award to me under the Award Agreement (the "LTIP") pursuant to the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (the "Plan") and the consideration set forth in Section 2 below. References to the "Corporation" shall include Lockheed Martin Corporation and its Subsidiaries. By accepting the LTIP, I agree as follows:

1. Restrictions Following Termination of Employment.

(a) Covenant Not To Compete – Without the express written consent of the "Required Approver" (as defined in Section 6), during the "Restricted Period" (as defined in Section 6), I will not, directly or indirectly, be employed by, provide services to, or advise a "Restricted Company" (as defined in Section 6), whether as an employee, advisor, director, officer, partner or consultant, or in any other position, function or role that, in any such case,

- (i) oversees, controls or affects the design, operation, research, manufacture, marketing, sale or distribution of "Competitive Products or Services" (as defined in Section 6) of or by the Restricted Company, or
- (ii) would involve a substantial risk that the "Confidential or Proprietary Information" (as defined in Section 1(c)) of the Corporation (including but not limited to technical information or intellectual property, strategic plans, information relating to pricing offered to the Corporation by vendors or suppliers or to prices charged or pricing contemplated to be charged by the Corporation, information relating to employee performance, promotions or identification for promotion, or information relating to the Corporation's cost base) could be used to the disadvantage of the Corporation.

I acknowledge and agree that: (A) enforcement of this PECA pursuant to Sections 1(a)(i) and (ii) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Section 1(a)(i) and (ii) shall not apply to me if I am a resident of or work in California or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

To the extent permitted by applicable law, including but not limited to any applicable rules governing attorney conduct (such as the ABA Model Rules of Professional Conduct and state versions thereof), Sections 1(a)(i) and (ii) and Section 1(b) relating to non-solicitation, shall apply to individuals who are employed by the Corporation in an attorney position and whose occupation during the Restricted Period does not include practicing law.

In lieu of Section 1(a)(i) and (ii), as well as Section 1(b) relating to non-solicitation, the following Section 1(a)(iii) shall apply to individuals who are employed by the Corporation in an attorney position, and whose occupation during the Restricted Period includes practicing law.

- (iii) Post-Employment Activity As a Lawyer – I acknowledge that as counsel to the Corporation, I owe ethical and fiduciary obligations to the Corporation and that at least some of these obligations will continue even after my Termination Date (as defined in Section 6) with the Corporation. I agree that after my Termination Date I will comply fully with all applicable ethical and fiduciary obligations that I owe to the Corporation. To the extent permitted by applicable law, including but not limited to any applicable rules governing attorney conduct, I agree that I will not:

- (a) Represent any client in the same or a substantially related matter in which I represented the Corporation where the client's interests are materially adverse to the Corporation; or
- (b) Disclose confidential information relating to my representation of the Corporation, including the disclosure of information that is to the disadvantage of the Corporation, except for information that is or becomes generally known.

The Corporation's Senior Vice President, General Counsel, and Corporate Secretary or the General Tax Counsel, as applicable, will determine in their discretion whether an individual is employed by the Corporation in an attorney position.

(b) Non-Solicit – Without the express written consent of the Required Approver, during the two-year period following the Termination Date, I will not (i) cause or attempt to cause, directly or indirectly, the complete or partial loss of any contract in effect before the Termination Date between the Corporation and any customer, supplier, distributor or manufacturer of or to the Corporation with which I was responsible, in whole or in part, for soliciting, negotiating, implementing, managing, or overseeing or (ii) induce or attempt to induce, directly or indirectly, any person who is an employee of the Corporation with whom I worked or interacted with within two years prior to the Termination Date to cease employment with the Corporation in order to perform work or services for any entity other than the Corporation.

I acknowledge and agree that: (A) the enforcement of this PECA pursuant to Section 1(b)(i) is necessary to protect, among other interests, the Corporation's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c); and (B) Section 1(b)(i) shall not apply to me if I am a resident of or work in California, or if I work and/or reside in any other state or jurisdiction that prohibits or otherwise bans such a covenant between the Corporation and me.

(c) Protection of Proprietary Information – Except to the extent required by law, following my Termination Date, I will have a continuing obligation to comply with the terms of any non-disclosure or similar agreements that I signed while employed by the Corporation committing to hold confidential the "Confidential or Proprietary Information" (as defined below) of the Corporation or any of its affiliates, subsidiaries, related companies, joint ventures, partnerships, customers, suppliers, partners, contractors or agents, in each case in accordance with the terms of such agreements. I will not use or disclose or allow the use or disclosure by others to any person or entity of Confidential or Proprietary Information of the Corporation or others to which I had access or that I was responsible for creating or overseeing during my employment with the Corporation. In the event I become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or otherwise) to disclose any proprietary or confidential information, I will immediately notify the Corporation's Senior Vice President, General Counsel, and Corporate Secretary as to the existence of the obligation and will cooperate with any reasonable request by the Corporation for assistance in seeking to protect the information. All materials to which I have had access, or which were furnished or otherwise made available to me in connection with my employment with the Corporation shall be and remain the property of the Corporation. For purposes of this PECA, "Confidential or Proprietary Information" means trade secrets, as defined by the federal Defend Trade Secrets Act of 2016 and/or applicable state trade secret law, and Sensitive Information within the meaning of CRX-015 (a copy of which has been made available to me), including but not limited to information that a person or entity desires to protect from unauthorized disclosure to third parties that can provide the person or entity with a business, technological, or economic advantage over its competitors, or which, if known or used by third parties or if used by the person's or entity's employees or agents in an unauthorized manner, might be detrimental to the person's or entity's interests. Confidential or Proprietary Information may include, but is not limited to:

- (i) existing and contemplated business, marketing and financial business information such as business plans and methods, marketing information, cost estimates,

forecasts, financial data, cost or pricing data, bid and proposal information, customer identification, sources of supply, contemplated product lines, proposed business alliances, and information about customers or competitors, and

- (ii) existing and contemplated technical information and documentation pertaining to technology, know how, equipment, machines, devices and systems, computer hardware and software, compositions, formulas, products, processes, methods, designs, specifications, mask works, testing or evaluation procedures, manufacturing processes, production techniques, research and development activities, inventions, discoveries, and improvements, and
- (iii) human resources and personnel information.

(d) No Disparagement – Following the Termination Date, I will not make any statements, whether verbal or written, that disparage or reasonably may be interpreted to disparage the Corporation or its directors, officers, employees, technology, products or services with respect to any matter whatsoever.

(e) Cooperation in Litigation and Investigations – Following the Termination Date, I will, to the extent reasonably requested, cooperate with the Corporation in any pending or future litigation (including alternative dispute resolution proceedings) or investigations in which the Corporation or any of its subsidiaries or affiliates is a party or is required or requested to provide testimony and regarding which, as a result of my employment with the Corporation, I reasonably could be expected to have knowledge or information relevant to the litigation or investigation. Notwithstanding any other provision of this PECA, nothing in this PECA shall affect my obligation to cooperate with any governmental inquiry or investigation or to give truthful testimony in court.

(f) Communications with Regulatory Authorities – Nothing in this PECA prohibits or restricts me (or my attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission or any other federal or state regulatory authority regarding a possible securities law violation.

(g) Notices under the Defend Trade Secrets Act and NLRA – Notwithstanding anything in this PECA to the contrary:

- (i) I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (ii) If I file a lawsuit for retaliation by the Corporation for reporting a suspected violation of law, I may disclose the Corporation's trade secrets to my attorney and use the trade secret information in the court proceeding if I (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.
- (iii) Nothing in this PECA in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding, me from (1) exercising my rights under Section 7 of the National Labor Relations Act (NLRA); or (2) otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

2. Consideration and Acknowledgement. I acknowledge and agree that the benefits and compensation opportunities being made available to me under the Award Agreement are in

addition to the benefits and compensation opportunities that otherwise are or would be available to me in connection with my employment by the Corporation and that the grant of the LTIP is expressly made contingent upon my agreements with the Corporation set forth in this PECA. I acknowledge that the scope and duration of the restrictions in Section 1 are necessary to be effective and are fair and reasonable in light of the value of the benefits and compensation opportunities being made available to me under the Award Agreement. I further acknowledge and agree that as a result of the high level executive and management positions I hold with the Corporation and the access to and extensive knowledge of the Corporation's Confidential or Proprietary Information, employees, suppliers and customers, these restrictions are reasonably required for the protection of the Corporation's legitimate business interests, including, but not limited to, the Corporation's Confidential or Proprietary Information.

3. Remedies For Breach of Section 1; Additional Remedies of Clawback and Recoupment.

(a) I agree, upon demand by the Corporation, to forfeit, return or repay to the Corporation the "Benefits and Proceeds" (as defined below) in the event any of the following occur:

- (i) I breach any of the covenants or agreements in Section 1;
- (ii) The Corporation determines that either (a) my intentional misconduct or gross negligence, or (b) my failure to report another person's intentional misconduct or gross negligence of which I had knowledge during the period I was employed by the Corporation, contributed to the Corporation having to restate all or a portion of its financial statements filed for any period with the Securities and Exchange Commission;
- (iv) The Corporation determines that I engaged in fraud, bribery or any other illegal act or that my intentional misconduct or gross negligence (including the failure to report the acts of another person of which I had knowledge during the period I was employed by the Corporation) contributed to another person's fraud, bribery or other illegal act, which in any such case adversely affected the Corporation's financial position or reputation;
- (v) The Corporation determines that my intentional misconduct or gross negligence caused severe reputational or financial harm to the Corporation;
- (vi) The Corporation determines that I misappropriated Confidential or Proprietary Information, as defined in Section 1(c), and I (A) intended to use the misappropriated Confidential or Proprietary Information to cause severe reputational or financial harm to the Corporation or (B) used the misappropriated Confidential or Proprietary Information in a manner that caused severe reputational or financial harm to the Corporation; or
- (vi) Under such other circumstances specified in a written recovery policy adopted by the Corporation to comply with Rule 10D-1 under the Securities Exchange Act and New York Stock Exchange listing standards requiring the Corporation to recover from executive officers erroneously awarded compensation.

(b) The remedy provided in Section 3(a) shall not be the exclusive remedy available to the Corporation for any of the conduct described in Section 3(a) and shall not limit the Corporation from seeking damages or injunctive relief. For purposes of Section 3(a), a determination by the Corporation means, with respect to an Elected Officer, a determination by the Management Development and Compensation Committee of the Board of Directors of the Corporation (the "Committee") and, with respect to any other employee, a determination by a review committee consisting of the Senior Vice President, Chief Human Resources Officer, the Senior Vice President, Ethics and Enterprise Assurance, and the Senior Vice President, General Counsel and Corporate Secretary.

(c) For purposes of this Section 3, "Benefits and Proceeds" means (i) to the extent I have earned any of the LTIP, any cash paid to me, whether paid currently or deferred; and (ii) to the extent I have not earned the LTIP fully, all of my remaining rights, title or interest in the LTIP.

4. Injunctive Relief. I acknowledge that the Corporation's remedies at law may be inadequate to protect the Corporation against any actual or threatened breach of the provisions of Section 1 or the conduct described in Section 3(a), and, therefore, without prejudice to any other rights and remedies otherwise available to the Corporation at law or in equity (including but not limited to, an action under Section 3(a)), the Corporation shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security.

5. Invalidity; Unenforceability. It is the desire and intent of the parties that the provisions of this PECA shall be enforced to the fullest extent permissible. The covenants in each section of this PECA are independent of any other provisions of this PECA. Each term in this PECA constitutes a separate covenant between the parties, and each term is fully severable from any other term. The parties agree if any particular paragraphs, subparagraphs, phrases, words, or other portions of this PECA are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to comport with the reasonable intent and expectations of the parties and in favor of providing reasonable protection to all of the Corporation's legitimate business interests, and such modification shall not affect the remaining provisions of this PECA, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this PECA, and all remaining terms and provisions shall remain enforceable.

6. Definitions. Capitalized terms not defined in this PECA have the meaning given to them in the Plan, as applicable. For purposes of this PECA, the following terms have the meanings given below:

(a) "Restricted Company" means The Boeing Company, General Dynamics Corporation, Northrop Grumman Corporation, Raytheon Technologies Corporation, Honeywell International Inc., BAE Systems Inc., L3Harris Technologies, Inc., Thales S.A., Airbus Group, Inc., Textron Inc., Leonardo S.p.A., Leidos Holdings, Inc., Space Exploration Technologies Corp. and (i) any entity directly or indirectly controlling, controlled by, or under common control with any of the foregoing, and (ii) any successor to all or part of the business of any of the foregoing as a result of a merger, reorganization, consolidation, spin-off, split-up, acquisition, divestiture, or similar transaction, or as a result of a name change.

(b) "Competitive Products or Services" means products or services that compete with, or are an alternative or potential alternative to, products sold or services provided by a subsidiary, business area, division or operating unit or business of the Corporation as of the Termination Date and at any time within the two-year period ending on the Termination Date; provided, that, (i) if I had direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided during that two-year period by the subsidiary, business area, division or operating unit of the Corporation for which I had responsibility, and (ii) if I did not have direct responsibility for the business of, or function with respect to, a subsidiary, or for a business area, division or operating unit or business of the Corporation at any time within the two-year period ending on the Termination Date, Competitive Products or Services includes the products so sold or the services so provided by a subsidiary, business area, division or operating unit of the Corporation for which I had access (or was required or permitted such access in the performance of my duties or responsibilities with the Corporation) to Confidential or Proprietary Information of the Corporation at any time during the two-year period ending on the Termination Date.

- (c) "Required Approver" means:
- (i) with respect to the Chairman, President and Chief Executive Officer, the Management Development and Compensation Committee of the Corporation's Board of Directors;
 - (ii) with respect to an Elected Officer (other than the Chairman, President and Chief Executive Officer), the Corporation's Chief Executive Officer; or
 - (iii) with respect to all other employees, the Senior Vice President, Chief Human Resources Officer of the Corporation.
- (d) "Elected Officer" means an officer of the Corporation who was elected to their position by the Corporation's Board of Directors.
- (e) "Restricted Period" means:
- (i) with respect to an employee who is an Elected Officer at any time during the six-month period prior to their Termination Date, the two-year period following the Termination Date; or
 - (ii) with respect to all other employees, the one-year period following the Termination Date
- (f) "Termination Date" means the date of my termination of employment with the Corporation.

7. Miscellaneous.

- (a) The Plan, the Award Agreement (with Exhibit B) and this PECA constitute the entire agreement governing the terms of the award of the LTIP to me.
- (b) This PECA shall be governed by Maryland law, without regard to its provisions governing conflicts of law. Any enforcement of, or challenge to, this PECA may only be brought in the United States District Court for the District of Maryland, unless it is determined that such court does not have subject matter jurisdiction, in which case any such enforcement or challenge must be brought in the Circuit Court of Montgomery County in the State of Maryland. Both parties consent to the proper jurisdiction and venue of such court, as applicable, for the purpose of enforcing or challenging this PECA. This Section 7(b) shall not apply to residents of California.
- (c) This PECA shall inure to the benefit of the Corporation's successors and assigns, and may be assigned by the Corporation without my consent.
- (d) This PECA provides for certain obligations on my part following the Termination Date and shall not, by implication or otherwise, affect in any way my obligations to the Corporation during the term of my employment by the Corporation, whether pursuant to written agreements between the Corporation and me, the provisions of applicable Corporate policies that may be adopted from time to time or applicable law or regulation.
- (e) The restrictive covenants and other terms in this PECA are to be read consistent with the terms of any other restrictive covenants or other agreements that I have executed with the Corporation; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to the Corporation, even if such construction would require provisions of more than one such agreement to be given effect.

(f) The obligations I have undertaken in this PECA shall survive the Termination Date and no dispute regarding any other provisions of this PECA or regarding my employment or the termination of my employment shall prevent the operation and enforcement of these obligations.

(g) I acknowledge and agree that different restrictive covenant obligations than those set forth above may apply to me if I reside or work in certain jurisdictions. While I reside or work in such a jurisdiction, including on my last day of employment with the Corporation, I agree that the restricted activities set forth above, as well as any other applicable obligations set forth in this PECA, shall be superseded only as set forth in the applicable Addendum attached hereto.

This PECA is effective as of the acceptance by me of the award of an LTIP under the Award Agreement and is not contingent on the vesting of the LTIP.

COLORADO ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

Notice of Restrictive Covenant to Colorado Employees

This notice is to advise you that the Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA (and as modified by this Colorado Addendum) and from disclosing or using Confidential Information as described in Section 1 of the PECA (and as modified by this Colorado Addendum).

You acknowledge that this notice was provided to you at least fourteen (14) days before the earlier of your Termination Date, as defined in the PECA, or the effective date of the consideration provided to you for such covenant. By electronically signing the Award Agreement, you expressly acknowledge and agree that you are deemed to have separately signed this notice.

The provisions of this Colorado Addendum apply only to those employees of the Corporation who primarily work or reside in the State of Colorado.

1. The following is added to the end of Section 1(a) of the PECA "Covenant Not to Compete":

The restrictions described in Section 1(a) are intended to cover geographic territory where your knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

2. The language in Section 1 of the PECA "Restrictions Following Termination of Employment" is modified by adding the following:

The restrictions related to competitive activities in Section 1(a) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

The restrictions related to solicitation activities in Section 1(b)(i) only apply to the extent I earn, both at the time this PECA is entered into and at the time the Corporation enforces it, an amount of annualized cash compensation equivalent to or greater than 60% of the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this PECA is entered into, and such activities will involve the

inevitable use of, or near-certain influence by my knowledge of, trade secrets disclosed to me during the course of employment with the Corporation.

3. The language in Section 2 of the PECA "**Consideration and Acknowledgement**" is modified by adding the following:

I acknowledge and agree that the restrictions in this PECA are reasonable and shall not prohibit the disclosure of information arising from my general training, knowledge, skill, or experience, whether gained on the job or otherwise, information readily ascertainable to the public, and/or information an employee has a right to disclose as legally protected conduct.

4. The language in Section 7(b) of the PECA is modified by adding the following:

I understand that if I primarily reside or work in the State of Colorado at the time my employment with the Corporation is terminated, the PECA will be subject to the laws and courts of the State of Colorado. During this period, venue shall be the State and Federal courts sitting in Colorado and the parties waive any defense, whether asserted by motion or pleading, that the venue specified by this Addendum is an improper or inconvenient venue.

DISTRICT OF COLUMBIA ADDENDUM TO POST-EMPLOYMENT CONDUCT AGREEMENT

The District of Columbia's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Corporation has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

The Corporation is, contemporaneously with this notice, providing you with a Post-Employment Conduct Agreement (the "PECA") containing covenants that could restrict your options for subsequent employment following separation from the Corporation, in that you will be prohibited from certain competition and solicitation of customers, employees, etc., as described in Section 1 of the PECA. The provisions of this District of Columbia Addendum apply only to those employees of the Corporation who primarily work in the District of Columbia and are as follows.

1. For Elected Officers, and regarding the non-competition obligation in Section 1(a) of the PECA only, the definition of "**Restricted Period**" is modified by reducing the period from two-years after the Termination Date to one year after the Termination Date.

2. The following is added to the end of Section 1(a) of the PECA "**Covenant Not to Compete**":

I understand that the non-competition obligations under Section 1(a) shall apply to me if I am a "highly compensated employee." A "highly compensated employee" for this purpose is someone who is reasonably expected to earn at least \$150,000 during a consecutive 12-month period or whose compensation earned from the Corporation in the consecutive 12-month period preceding the date the proposed non-competition is to begin is at least \$150,000. Beginning on January 1, 2024, and each calendar year thereafter, the dollar threshold for highly compensated employee status will be adjusted based on increases in the Consumer Price Index. Compensation includes the individual's hourly wages, salary, bonuses or cash incentives, commissions, overtime premiums, vested stocked (including restricted stock units), and other payments provided on a regular or irregular basis.

The restrictions described in Section 1(a) are intended to cover geographic territory where my knowledge of the Corporation's trade secrets could be used by a Restricted Company to unfairly compete with or undermine the Corporation's legitimate business interests.

3. A new Section "**Notice**" is added to the end of the PECA, reading as follows:

I agree that before being required to sign this PECA, the Corporation provided written notice to me that I had at least fourteen (14) calendar days to review the non-competition provision in the PECA before I must execute the PECA.

Exhibit B

Stock Ownership Requirements

Lockheed Martin's Stock Ownership Requirements for Key Employees apply to all senior level positions of Vice President and above. This reflects the expectations of our major stockholders that management demonstrate its confidence in Lockheed Martin through a reasonable level of personal share ownership. This practice is consistent with other major U.S. corporations which link some portion of personal financial interests of key employees with those of shareholders.

Stock Ownership Requirements

Title	Annual Base Pay Multiple
Chairman, President and Chief Executive Officer	6 times
Chief Operating Officer; Chief Financial Officer	4 times
Executive Vice Presidents	3 times
Senior Vice Presidents	2 times
Other Elected Officers	2 times
Other Vice Presidents	1 times

Satisfaction of Requirements

Covered employees may satisfy their ownership requirements with common stock in these categories:

- Shares owned directly.
- Shares owned by a spouse or a trust.
- Shares represented by monies invested in 401(k) Company Common Stock Funds or comparable plans.
- Share equivalents as represented by income deferred to the Company Stock Investment Option of the Deferred Management Incentive Compensation Plan (DMICP).
- Unvested Restricted Stock Units

Key employees will be required to achieve the appropriate ownership level within five years and are expected to make continuous progress toward their target. Appointment to a new level will reset the five-year requirement. Unvested Performance Share Units are not counted toward meeting the guidelines.

Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units if the ownership requirements are not yet satisfied.

Covered employees are asked to report annually on their progress toward attainment of their share ownership goals.

AMENDMENT TO OUTSTANDING LONG-TERM INCENTIVE PERFORMANCE AND PERFORMANCE STOCK UNIT AWARD AGREEMENTS UNDER THE LOCKHEED MARTIN CORPORATION 2020 INCENTIVE PERFORMANCE AWARD PLAN

The Management Development and Compensation Committee (the “Committee”) of the Board of Directors of Lockheed Martin Corporation (the “Corporation”), as administrator of the Lockheed Martin Corporation 2020 Incentive Performance Award Plan (the “Plan”), approved amendments to the terms of the outstanding, unvested long-term incentive performance awards and performance stock unit awards granted to employees under the Plan as set forth in the table below (each, an “Affected Agreement”), in order to ensure that amounts payable thereunder are consistent with the specified intent of the performance goals. Effective as of February 22, 2023, each of the Affected Agreements shall be amended as provided for herein (this Amendment, the “Amendment”).

Affected Agreements
Long-Term Incentive Performance Award Agreement for the 2021 – 2023 Performance Period (the “2021 LTIP Agreement”)
Performance Stock Unit Award Agreement for the 2021 – 2023 Performance Period (the “2021 PSU Agreement” and together with the 2021 LTIP Agreement, the “2021 Agreements”)
Long-Term Incentive Performance Award Agreement for the 2022 – 2024 Performance Period (the “2022 LTIP Agreement”)
Performance Stock Unit Award Agreement for the 2022 – 2024 Performance Period (the “2022 PSU Agreement” and together with the 2022 LTIP Agreement, the “2022 Agreements”)

Capitalized terms used in this Amendment are defined in the Plan or the Affected Agreements, as applicable.

1. ROIC Definition. The second sentence of Section 4.1(a) of each of the 2021 Agreements is amended in its entirety to read as follows:

For any year in which net income would otherwise be affected by Tax Reform, net income shall be adjusted by substituting the effective tax rate assumed in the 2021 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (A)(i) above, if any, to the extent necessary to avoid double counting of tax impacts); for any other year in which net income would otherwise be affected by a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, net income shall be adjusted to neutralize the impact of such change in law or interpretation of law.

2. ROIC Definition. The second sentence of Section 4.1(a) of each of the 2022 Agreements is amended in its entirety to read as follows:

For any year in which net income would otherwise be affected by Tax Reform, net income shall be adjusted by substituting the effective tax rate assumed in the 2022 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (A)(i) above, if any, to the extent necessary to avoid double counting of tax impacts); for any other year in which net income would otherwise be affected by a change in law or interpretation of law related to the amortization of research or experimental expenditures under Section 174 of the Code, as amended from time to time, as reflected in any future Long Range Plan, financial statement or tax return, net income shall be adjusted to neutralize the impact of such change in law or interpretation of law.

3. ROIC Performance Factor. A new subsection (c) is added to Section 4.1 of the Affected Agreements, reading as follows:

(c) For any year in which net income is impacted by profit change(s) due to the timing or recognition of a loss on a specific strategic program approved by the Committee, the Long Range Plan, actual financial results, or both, as appropriate, for the current and future periods shall be adjusted to neutralize the impact of such profit change(s).

4. In all other respects, the Affected Agreements will remain unchanged.

5. This Amendment is subject to the terms of the applicable Plan, and the applicable Plan is hereby incorporated by reference.

6. Please acknowledge receipt and consent to this Amendment by completing the electronic receipt on the Stock Plan System at <http://www.stockplanconnect.com>. Regardless of whether the Participant provides consent, this Amendment will be deemed automatically effective, except in circumstances where the Amendment is determined to require the consent of any Participant under Section 9 of the Affected Agreements, in which case this Amendment shall only apply to an Affected Agreement with a Participant if consented to using the Stock Plan System.

Exhibit 10.5

**LOCKHEED MARTIN CORPORATION
2021 MANAGEMENT INCENTIVE COMPENSATION PLAN**
Effective January 1, 2021
Amended and Restated Effective January 1, 2023

Article I. PURPOSE OF THE PLAN

This Plan is established to provide a further incentive to selected Employees to promote the success of Lockheed Martin Corporation by providing an opportunity to receive additional compensation for performance measured against established goals. The Plan is intended to achieve the following:

- 1) Link pay of executive Employees to business performance.
- 2) Incentivize Employees to work individually and as teams to meet objectives and goals consistent with enhancing shareholder value.
- 3) Facilitate the Company's ability to retain qualified Employees and to attract top executive talent.

Article II. DEFINITIONS

Section 2.01 BOARD OF DIRECTORS – The Board of Directors of Lockheed Martin Corporation.

Section 2.02 CODE – The Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

Section 2.03 COMMITTEE – The Management Development and Compensation Committee of the Board of Directors as from time to time appointed or constituted by the Board of Directors.

Section 2.04 COMPANY – Lockheed Martin Corporation and those subsidiaries of which it owns directly or indirectly 50% or more of the voting stock or other equity.

Section 2.05 ELECTED OFFICER – An Employee who has been elected as an officer by the Board of Directors.

Section 2.06 EMPLOYEE – Any person who is employed by the Company and who is paid a salary as distinguished from an hourly wage. The term "Employee" includes only those individuals that the Company classifies on its payroll records as Employees and does not include consultants, independent contractors, leased employees, co-op students, interns, temporary employees, or casual employees (ineligible for any employment periods in casual status), individuals paid by a third party or other individuals not classified as an Employee by the Company. Notwithstanding the foregoing, the term "Employee" shall not include any employee who, during any part of such year, was represented by a collective bargaining agent.

Section 2.07 INCENTIVE COMPENSATION – A payment made pursuant to this Plan.

Section 2.08 PARTICIPANT – Any Employee selected to participate in the Plan in accordance with Article III.

Section 2.09 PLAN – This Lockheed Martin Corporation 2021 Management Incentive Compensation Plan, effective as of January 1, 2021, as amended or restated from time to time.

Section 2.10 PLAN YEAR – A calendar year.

Article III. ELIGIBILITY AND PARTICIPATION

The Elected Officers of the Company are eligible to participate in the Plan. An Elected Officer's participation in the Plan for a Plan Year is subject to the approval of the Committee. Employees who are considered by the Company's Chief Executive Officer or Senior Vice President, Chief Human Resources Officer to be key Employees of the Company also are eligible to participate in the Plan, subject to the Employee's selection of and approval by the Chief Executive Officer or Senior Vice President, Chief Human Resources Officer for participation in a Plan Year. No member of the Committee shall be eligible for participation in the Plan.

Article IV. LIMITATIONS ON INCENTIVE COMPENSATION

Section 4.01 Notwithstanding any other provisions of the Plan that may be to the contrary, Incentive Compensation awards made to Participants who are Elected Officers on the last day of the Plan Year are subject to this Article IV.

Section 4.02 Incentive Compensation payable under the Plan to (i) the Elected Officer who is the Chief Executive Officer shall not exceed 0.3% of Cash Flow for the Plan Year; and (ii) each of the Participants who are Elected Officers on the last day of the Plan Year, other than the Chief Executive Officer, shall not exceed 0.2% of Cash Flow for the Plan Year. For purposes of this Section 4.02, Cash Flow for any period means net cash flow from operations but not taking into account: (i) the aggregate after-tax difference between the amount forecasted in the Company's Long Range Plan for the relevant year to be contributed by the Company to the Company's defined benefit pension plans during the period and the actual amounts contributed by the Company during the period; and (ii) any tax payments or tax benefits during the period associated with the divestiture of business units. Cash Flow shall be determined by the Committee based upon the comparable numbers reported on the Company's audited consolidated financial statements or, if audited financial statements are not available for the period for which Cash Flow is being determined, the Committee shall determine Cash Flow in a manner consistent with the historical practices used by the Company in determining net cash provided by operating activities as reported in its audited consolidated statement of cash flows, in either case as modified by this paragraph.

Section 4.03 Before authorizing any Incentive Compensation payment under this Plan to a Participant who is an Elected Officer, the Committee must certify in writing (by resolution or otherwise) that the payments are consistent with Section 4.02 of the Plan.

Article V. INCENTIVE COMPENSATION PAYMENTS

Section 5.01 The Committee (or the Committee's delegate in the case of Participants who are not Elected Officers) shall determine the proposed amount of Incentive Compensation to be paid to each Participant with respect to a Plan Year based upon achievement of the performance goals established by the Committee or its delegate for the Plan Year (such performance goals to be established and defined in the discretion of the Committee or the Committee's delegate, as the case may be, on or before March 30 of the Plan Year) and subject to the limitations described in Article IV. Notwithstanding the preceding sentence, in determining the proposed amount of each Participant's Incentive Compensation award for a Plan Year, the Committee (or the Board of Directors in the case of Participants who are Elected Officers or the Company's Chief Executive Officer or Senior Vice President, Chief Human Resources Officer in the case of Participants who are not Elected Officers) may make an upward (subject to Article IV) or downward (including to zero) adjustment to the amount of an Incentive Compensation award otherwise payable to the Participant for the Plan Year on the basis of such factors as it deems relevant.

Section 5.02 The Committee (or the Committee's delegate in the case of Participants who are not Elected Officers) reserves the right to adjust performance measures, the applicable performance goals and performance results with respect to the Plan to the extent the Committee (or the Committee's delegate in the case of Participants who are not Elected Officers) determines such adjustment is reasonably necessary or advisable to preserve the intended incentives and benefits with respect to awards for a Plan Year to reflect (a) any change in capitalization, any corporate transaction (such as a reorganization, combination, separation, merger, consolidation, acquisition, divestiture, spin off, split off or any combination of the foregoing), or any complete or partial liquidation, (b) any change in accounting policies or practices, (c) the effects of any special charges to earnings, or (d) any unusual events or events that were unforeseen at the time of the establishment of the performance goals for the applicable Plan Year.

Section 5.03 With respect to a Plan Year, the Committee shall recommend to the Board of Directors the proposed amount of Incentive Compensation award to each Participant who is an Elected Officer. The Board of Directors shall review and approve the recommendations of the Committee or make adjustments to the proposed amounts of Incentive Compensation payable for a Plan Year to a Participant who is an Elected Officer, on the basis of such factors as it deems relevant. Any such determination shall be in the sole and absolute discretion of the Board of Directors and all decisions shall be final and binding on all parties. The Company's Chief Executive Officer or Senior Vice President, Chief Human Resources Officer has the authority to and shall approve payouts to Participants who are not Elected Officers.

Section 5.04 The Incentive Compensation amount determined for each Participant with respect to each Plan Year shall be paid to such Participant in cash not later than March 15 following the Plan Year or deferred at the direction of the Committee, but only to the extent permitted under Code Section 409A, or other applicable law, until the Participant's termination of employment. Notwithstanding the foregoing, U.S.-based Participants may also elect to defer payments in accordance with the terms of the Lockheed Martin Corporation Deferred Management Incentive Compensation Plan.

Section 5.05 Before the end of each Plan Year, the Board of Directors or the Company's Senior Vice President, Chief Human Resources Officer may set a minimum aggregate bonus amount that must be used to pay Incentive Compensation awards under this Plan attributable to service during the Plan Year to any combination of Participants who are not Elected Officers of the Company.

Section 5.06 Participants are responsible for payment of all taxes imposed on them as a result of Incentive Compensation payments made under this Plan. In general, all applicable U.S. and foreign Federal, state, provincial and local taxes and other required deductions or amounts will be withheld from all Incentive Compensation payments made under this Plan.

Article VI. COST OF PLAN

The cost for this Plan is intended to be an allowable expense.

Article VII. RIGHTS OF PARTICIPANTS

Section 7.01 All payments are subject to the discretion of the Board of Directors (in the case of Participants who are Elected Officers) or its delegate (in the case of Participants who are not Elected Officers). No Participant shall have any right to require the Board of Directors or its delegate, as applicable, to make any appropriation to the Plan for any Plan Year, nor shall any Participant have any vested interest or property right in any share in any amounts which may be appropriated to the Plan.

Section 7.02 This Plan does not constitute an employment agreement of any kind, or a promise of employment for a specific term (including the Plan Year) and, to the extent applicable, does not alter the at will nature of a Participant's employment with the Company, which may be terminated by the Company or a Participant for any or no reason and without advance notice. This Plan does not interfere in any way with the right of the Company, subject to the terms of any employment agreement or other contract to the contrary, at any time to terminate the employment of a Participant or to increase or decrease the compensation of a Participant.

Article VIII. AUTHORITY TO RECOVER PAYMENTS

The Board of Directors retains the authority to make retroactive adjustments to an Incentive Compensation payment made under the Plan in accordance with the provisions regarding Recovery of Payments (Claw Back) in Exhibit A.

Article IX. PLAN ADMINISTRATION

The Plan shall be administered under the direction of the Committee. The Committee shall have the right to construe the Plan, to interpret any provision thereof, to make rules and regulations relating to the Plan, and to determine any factual question arising in connection with the Plan's operation after such investigation or hearing as the Committee may deem appropriate. With respect to Participants who are not Elected Officers, the Company's Senior Vice President, Chief Human Resources Officer or delegate has the authority to administer, construe, and interpret the Plan, to make rules and regulations relating to the Plan, and to determine any factual question arising under the Plan. Any decision made by the Committee or the Company's Senior Vice President, Chief Human Resources Officer or delegate under the provisions of this Article shall be conclusive and binding on all parties concerned. The Committee may further delegate to the officers or Employees of the Company the authority to execute and deliver those instruments and documents, to do all acts and things, and to take all other steps deemed necessary, advisable or convenient for the effective administration of this Plan in accordance with its terms and purpose.

Article X. AMENDMENT OR TERMINATION OF PLAN

The Board of Directors or its delegate shall have the right to terminate or amend this Plan at any time without notice and without any form of payment or compensation in lieu of same, and to discontinue further payments hereunder.

Article XI. EXHIBITS; ADDENDA

The exhibits and addenda to this Plan are hereby incorporated and made a part hereof and are an integral part of this Plan.

Article XII. EFFECTIVE DATE

The Plan, as amended and restated herein, is effective with respect to the operations of the Company for the Plan Year beginning January 1, 2023.

LOCKHEED MARTIN CORPORATION

By: /s/ Greg Karol _____

Greg Karol
Senior Vice President,
Chief Human Resources Officer

Date: 2/27/2023 _____

Exhibit A

Administrative Provisions

Article I. STANDARD OF CONDUCT AND PERFORMANCE EXPECTATION

It is a prerequisite that before any payment under the Plan can be considered that a Participant will have acted in accordance with the Lockheed Martin Corporation Code of Ethics and Business Conduct and fostered an atmosphere to encourage all employees acting under the Participant's supervision to perform their duties in accordance with the highest ethical standards. Ethical behavior is imperative. It is also a prerequisite before a payment under a Plan can be considered that a Participant be in good standing with the Company. Thus, in evaluating performance against individual goals, a Participant's adherence to the Company's ethical standards will be considered paramount in determining awards under the Plan.

Participants whose individual performance is determined to be unacceptable are not eligible to receive Incentive Compensation awards.

Article II. DEFINITIONS

With respect to a Participant, unless otherwise defined in this Article II of Exhibit A, capitalized terms used in this document have the meanings set forth in the Plan.

Section 2.01 DAILY PRO-RATED – The partial Incentive Compensation award for a Participant who does not work in an eligible position for the entire Plan Year will be pro-rated to the day, i.e., the number of days the Employee is a Participant during the Plan Year divided by the number of days in the Plan Year. An Incentive Compensation award for a Participant whose individual target and/or award formula changes during the Plan Year will be pro-rated to the day, i.e., the Participant's original individual target and/or award formula times the number of days during which the original percentage or formula applied to the Participant divided by the number of days in the Plan Year, plus the Participant's new individual target and/or award formula times the number of days during which the new percentage or formula applied to the Participant divided by the number of days in the Plan Year.

Section 2.02 DISABILITY – Termination of employment as a result of becoming totally disabled as evidenced by commencement of benefits under the Company's long-term disability plan in which the Participant is enrolled (or, if not a Participant in a Company-sponsored long-term disability plan, under circumstances which would result in the Participant becoming eligible for benefits using the standards set forth in the Company's long-term disability plan).

Section 2.03 ESP – The Lockheed Martin Corporation Executive Severance Plan, as amended from time to time.

Section 2.04 QUALIFYING LEAVE OF ABSENCE – With respect to U.S.-based Employees only, the following situations:

- a. Paid or unpaid military leave of absence pursuant to CRX-537;
- b. Unpaid leave of absence during which an Employee receives payments under a workers' compensation insurance policy maintained pursuant to Treasurer's Operating Instruction TOI-50-9; and
- c. Unpaid leave of absence during which an Employee, who is otherwise eligible for Short-Term Disability Leave pay under CRX-534 (STD L Pay), receives payments under a state-mandated short term disability insurance law in lieu of STD L Pay.

Section 2.05 RETIREMENT – Retirement under the terms of a Company-sponsored pension plan or for Employees who do not participate in a pension plan, termination from employment with the Company following the attainment of age 55 and a minimum of five years of service or attainment of age 65.

Article III. ELIGIBILITY FOR INCENTIVE COMPENSATION AWARDS

Section 3.01 In general, a Participant must be an Employee in active status, on paid leave of absence through the Company's payroll or on a Qualifying Leave of Absence on the business day coincident with or next following their Business Area's first job action of the Plan Year and through December 31 of the Plan Year to be eligible for a full Incentive Compensation award for that Plan Year.

Section 3.02 A Participant will be eligible to receive a Daily Pro-Rated Incentive Compensation payment if the Participant is in active status, on paid leave of absence through the Company's payroll or on a Qualifying Leave of Absence for a portion of the Plan Year and satisfies a provision described in this Section 3.02. If a Participant is eligible to receive an Incentive Compensation payment pursuant to the preceding sentence, and more than one provision of this Section 3.02 applies to the Participant for the Plan Year, then all applicable provisions will be applied to calculate the Participant's Incentive Compensation payment. No Incentive Compensation will be paid from this Plan for the period of employment in an ineligible position.

- (a) Hire during a Plan Year: A Participant who at any time during the Plan Year is hired or re-hired will be eligible to receive a Daily Pro-Rated Incentive Compensation award under the Plan.
- (b) Promotion during a Plan Year: A Participant who is promoted during the Plan Year and is a Participant before and after the promotion will be eligible to receive a full Incentive Compensation payment for the Plan Year calculated on a Daily Pro-Rated basis using the Participant's individual targets and award formulas before and after the promotion.
- (c) Promotion into the Plan during a Plan Year: An Employee who at any time during the Plan Year is promoted and selected to be a Participant will be eligible to receive a Daily Pro-Rated Incentive Compensation award under the Plan.
- (d) Downlevel during a Plan Year: A Participant who is downleveled during the Plan Year and is a Participant before and after the downlevel will be eligible to receive a full Incentive Compensation payment for the Plan Year calculated on a Daily Pro-Rated basis using the Participant's individual targets and award formulas before and after the downlevel.
- (e) Job Transfer or Downlevel out of the Plan during a Plan Year: A Participant who at any time during the Plan Year is job transferred or downleveled and who, thereafter, is not eligible to participate in the Plan, will be eligible to receive a Daily Pro-Rated Incentive Compensation award under the Plan.
- (f) Involuntary Termination during a Plan Year:
 - (i) Non-ESP-Eligible U.S.-Based Participants: A U.S.-based Participant who does not receive a payment under the ESP may be considered for a Daily Pro-Rated Incentive Compensation award in the Company's discretion if the Participant has a minimum of six (6) months as an active Employee during the Plan Year. The Daily Pro-Rated Incentive Compensation award will be based on year-end performance results.
 - (ii) ESP-Eligible U.S.-Based Participants: A U.S.-based Participant who receives any payment under the ESP, regardless of whether the Participant receives a supplemental payment under the ESP, is not eligible to receive an award under the Plan with respect to the Plan Year in which the layoff occurs, including a layoff that occurs on the last day of the Plan Year.

- (iii) Participants Based Outside of the U.S.: A Participant based outside of the U.S. (for clarity, including, but not limited to, Participants who are covered by an Addendum to the Plan) may be considered for a Daily Pro-Rated Incentive Compensation award in the Company's discretion if the Participant has a minimum of six (6) months as an active Employee during the Plan Year. The Daily Pro-Rated Incentive Compensation award will be made as soon as administratively practicable after termination and based on a payment made "At Target."
- (g) Retirement during a Plan Year: A Participant who terminates employment with the Company on account of Retirement during a Plan Year may be considered for a Daily Pro-Rated Incentive Compensation award in the Company's discretion if the Participant has a minimum of six (6) full months as an active Employee during the Plan Year. The Daily Pro-Rated Incentive Compensation award will be based on year-end performance results.
- (h) Disability or death during a Plan Year: A Participant who terminates employment with the Company on account of Disability or death during a Plan Year may be considered for a Daily Pro-Rated Incentive Compensation award in the Company's discretion. The Daily Pro-Rated Incentive Compensation award will be made as soon as administratively practicable after termination and based on a payment made "At Target."
- (i) Unpaid leave of absence during a Plan Year: A Participant who during the Plan Year has an approved unpaid leave of absence that is not a Qualifying Leave of Absence may be considered for a Daily Pro-Rated Incentive Compensation award that excludes the period of the unpaid leave in the Company's discretion.
- (j) Qualifying Leave of Absence during the Plan Year: An Employee who has a Qualifying Leave of Absence during the Plan Year will be eligible to receive an Incentive Compensation payment for the Plan Year that is not pro-rated for the period of the Qualifying Leave of Absence, provided the Employee would have been a Participant but for the Qualifying Leave of Absence. Payment will be based on year-end performance results.
- (k) Voluntary termination during the Plan Year: A Participant is not eligible for an Incentive Compensation award if the Participant voluntarily terminates employment, other than on account of Retirement, during the Plan Year.
- (l) Termination for cause during a Plan Year: A Participant who is terminated for cause during the Plan Year is not eligible for an award under the Plan.

Article IV. RECOVERY OF PAYMENTS (CLAW BACK)

Section 4.01 The Board of Directors retains the authority to make retroactive adjustments to a payment made under the Plan under the following circumstances and such other circumstances as may be specified by final regulation issued by the Securities and Exchange Commission entitling the Company to recapture or claw back amounts paid pursuant to the Plan:

- (a) If the Board of Directors determines, after consideration of all the facts and circumstances that the Board of Directors in its sole discretion considers relevant, that either (i) the intentional misconduct or gross negligence of an Elected Officer, or (ii) the failure of an Elected Officer to report another person's intentional misconduct or gross negligence of which the Elected Officer had knowledge, contributed to the Company having to restate all or a portion of its financial statements filed with the Securities and Exchange Commission, then the Board of Directors may require the Elected Officer to repay to the Company the value of any payment under the Plan as determined by the Board of Directors.

- (b) If the Board of Directors determines, after consideration of all the facts and circumstances that the Board of Directors in its sole discretion considers relevant, that an Elected Officer either (i) engaged in fraud, bribery or other illegal act, or (ii) the Elected Officer's intentional misconduct or gross negligence (including the failure by the Elected Officer to report the acts of another person of which the Elected Officer had knowledge) contributed to another person's fraud, bribery or other illegal act, which in either case adversely impacted the Company's financial position or reputation, the Board of Directors may require the Elected Officer to repay to the Company the value of any payment under the Plan as determined by the Board of Directors.
- (c) If the Board of Directors determines, after consideration of all the facts and circumstances that the Board of Directors in its sole discretion considers relevant, that an Elected Officer engaged in intentional misconduct or gross negligence that caused severe reputational or financial harm to the Company, the Board of Directors may require the Elected Officer to repay to the Company the value of any payment under the Plan as determined by the Board of Directors.
- (d) If the Board of Directors determines, after consideration of all the facts and circumstances that the Board of Directors in its sole discretion considers relevant, that an Elected Officer misappropriated Lockheed Martin Proprietary Information or other Sensitive Information as defined in CRX-015, and the Elected Officer either (i) intended to use the misappropriated Lockheed Martin Proprietary Information or other Sensitive Information to cause severe reputational or financial harm the Company or (ii) used the misappropriated Lockheed Martin Proprietary Information or other Sensitive Information in a manner that caused severe reputational or financial harm to the Company, the Board of Directors may require the Elected Officer to repay to the Company the value of any payment under the Plan as determined by the Board of Directors.

To the extent permissible under applicable law, the Board of Directors may delegate its authority to make determinations under this Article IV to the Committee.

ADDENDUM I
PROVISIONS APPLICABLE TO EMPLOYEES OF LM AUSTRALIA
MODIFICATIONS TO THE PLAN AND EXHIBIT A

MODIFICATIONS TO THE PLAN

All references to Code section 409A are inapplicable to Employees who are employed by LM Australia. Payments under the Plan will be taxed as income under local rules, inclusive of superannuation and subject to any other applicable deductions required by law or regulation.

With respect to Employees employed by LM Australia, Section 2.06 is revised in its entirety as follows:

EMPLOYEE –The term “Employee” includes only those individuals that the Company classifies on its payroll records as Employees and does not include consultants, independent contractors, interns, volunteers, temporary or casual employees, individuals paid by a third party or other individuals not classified as an Employee by the Company.

MODIFICATIONS TO EXHIBIT A

With respect to Employees employed by LM Australia, the first paragraph of Section 3.02 is revised in its entirety as follows:

A Participant will be eligible to receive a Daily Pro-Rated Incentive Compensation payment if the Participant is in active status or on paid leave of absence through the Company’s payroll for a portion of the Plan Year and satisfies a provision described in this Section 3.02. For purposes of the foregoing, an Employee is considered to be on paid leave of absence through the Company’s payroll for the first 24 weeks of parental leave (regardless of whether any portion of the parental leave of absence began prior to the current Plan Year), with any unpaid periods of parental leave in excess of 24 weeks treated as unpaid leave. If a Participant is eligible to receive an Incentive Compensation payment pursuant to the preceding sentences of this Section 3.02, and more than one provision of this Section 3.02 applies to the Participant for the Plan Year, then all applicable provisions will be applied to calculate the Participant’s Incentive Compensation payment.

With respect to Employees employed by LM Australia, the references in Section 3.02(f) to “layoff” or to being “laid off” mean “redundancy” or being “made redundant”.

ACKNOWLEDGEMENT AND DISCRETION

This Plan does not form part of any contract (including a contract of employment) between a Participant and the Company. Any reference to obligations or requirements of the Company in this Plan is not intended to give rise to contractual obligations binding on the Company.

Any payment made to a Participant under this Plan does not form part of a Participant’s contract of employment or annual salary for any purpose, including leave entitlements, notice and severance payments, unless otherwise provided by legislation.

**ADDENDUM II
PROVISIONS APPLICABLE TO EMPLOYEES OF LM CANADA**

MODIFICATIONS TO THE PLAN

All references to the Code are inapplicable to Employees who are employed by LM Canada.

With respect to Employees employed by LM Canada, Article VII is revised by adding the following new Section 7.03 to the end thereof:

Any payment made under this Plan is a discretionary and extraordinary item of compensation that is outside a Participant's normal, regular or expected compensation, and in no way represents any portion of a Participant's salary, compensation or other remuneration for the purpose of calculating any payments on account of termination, severance, pay in lieu of notice, redundancy, end of service premiums or bonuses. Nothing in this Plan shall be construed to provide the Participant with any rights whatsoever to participate or to continue participation in this Plan, or to compensation or damages in lieu of participation.

MODIFICATIONS TO EXHIBIT A

With respect to Employees employed by LM Canada, Section 2.02 is amended in its entirety as follows:

DISABILITY – Termination of employment as a result of becoming totally disabled in accordance with applicable law, including consideration of, without limitation, commencement of benefits under the Company's long-term disability plan in which the Participant is enrolled (or, if not a Participant in a Company-sponsored long-term disability plan, under circumstances which would result in the Participant becoming eligible for benefits using the standards set forth in the Company's long-term disability plan).

With respect to Employees employed by LM Canada, the first paragraph of Section 3.02 is revised in its entirety as follows:

A Participant will be eligible to receive a Daily Pro-Rated Incentive Compensation payment if the Participant is in active status or on paid leave of absence through the Company's payroll for a portion of the Plan Year and satisfies a provision described in this Section 3.02. For purposes of the foregoing, an Employee is considered to be on paid leave of absence through the Company's payroll for purposes of this Plan only if the Employee is receiving salary-type payments through the Company's payroll, regardless of whether the Employee's status in LMPeople is identified as being on a paid leave. If a Participant is eligible to receive an Incentive Compensation payment pursuant to the preceding sentences of this Section 3.02, and more than one provision of this Section 3.02 applies to the Participant for the Plan Year, then all applicable provisions will be applied to calculate the Participant's Incentive Compensation payment.

With respect to Employees employed by LM Canada, Section 3.02(f) is revised by adding the following new paragraph to the end thereof:

For the purposes of this provision, a Participant shall be considered to have been laid off or to have been involuntarily terminated effective as of the date stated in the notice of termination provided by the Company to the Participant and shall not be extended by and shall not include any period following such termination date in which the Participant is in receipt of, or entitled to receive, statutory, contractual or common law notice of termination or pay in lieu of such notice, except to the minimum extent required by applicable employment standards legislation.

ADDENDUM III

PROVISIONS APPLICABLE TO EMPLOYEES OF LOCKHEED MARTIN UK

MODIFICATIONS TO THE PLAN

All references to the Code are inapplicable to Employees who are employed by Lockheed Martin UK Limited ("LM UK").

With respect to Employees employed by LM UK, Section 2.06 is revised in its entirety as follows:

EMPLOYEE – Any person who is employed by LM UK and does not include consultants, independent contractors, students, interns, temporary or casual employees, zero hours workers or other individuals not classified by LM UK as its employee except where such an individual is entitled by law to not to be treated less favorably than a comparable permanent employee.

With respect to Employees employed by LM UK, Section 5.04 is revised in its entirety as follows:

Incentive Compensation payments under the Plan will be paid to each Participant through payroll not later than March 30 following the Plan Year (the "Payment Date").

With respect to Employees employed by LM UK, Section 5.06 is revised in its entirety as follows:

All Incentive Compensation payments made under the Plan shall be non-pensionable and shall be subject to PAYE and National Insurance and any other applicable deductions through the payroll. This does not affect the Employee's ability to make additional voluntary pension contributions.

With respect to Employees employed by LM UK, Section 7.02 is revised in its entirety as follows:

This Plan does not form a part of the Participant's contract of employment, or constitute an employment agreement or benefit of any kind, or a promise of employment for a specific term (including the Plan Year) and does not alter the nature of a Participant's employment with the Company, which may be terminated by the Company or a Participant in accordance with the Participant's contract of employment.

MODIFICATIONS TO EXHIBIT A

The second paragraph of Article I is revised in its entirety as follows:

Participants whose individual performance is determined to be unacceptable are not eligible to receive Incentive Compensation awards, and Participants who are employed by LM UK will not be eligible to receive an Incentive Compensation award if they are subject to LM UK's disciplinary procedure or a performance improvement plan or are under notice of termination of employment (except where termination is by reason of Redundancy or Disability) at the Payment Date.

With respect to Employees employed by LM UK, Section 2.02 is revised in its entirety as follows:

DISABILITY – Termination of employment for capability on the grounds of ill-health.

With respect to Employees employed by LM UK, Section 2.05 is revised in its entirety as follows:

RETIREMENT – Retirement under the terms of a Company-sponsored pension plan or, for Employees who do not participate in a pension plan, termination from employment with the Company following the attainment of age 55.

With respect to Employees employed by LM UK, new Section 2.06 is added as follows:

LTD BENEFITS – The payments that are made under the Company's long-term disability plan.

With respect to Employees employed by LM UK, Section 3.01 is revised in its entirety as follows:

In general, an Employee must be a Participant on the business day coincident with or next following their Business Area's first job action of the Plan Year and through December 31 of the Plan Year to receive a full Incentive Compensation payment for the Plan Year, and a Participant will be eligible to receive an Incentive Compensation payment if the Participant is a Participant for a portion of the Plan Year and satisfies a provision described Section 3.02. For purposes of the foregoing, an Employee will not be eligible for an Incentive Compensation award with respect to any period of leave of absence (whether paid or unpaid) in excess of 26 weeks (regardless of whether the leave of absence began prior to the current Plan Year).

With respect to Employees employed by LM UK, Section 3.02(f) is revised in its entirety as follows:

Redundancy during a Plan Year: A Participant who terminates employment with the Company on account of redundancy during a Plan Year may be considered for a Daily Pro-Rated Incentive Compensation award in the Company's discretion if the Participant has a minimum of six (6) months as a Participant during the Plan Year. The pro-rated award will be based on a payment made "At Target."

With respect to Employees employed by LM UK, new Section 3.02(m) is added as follows:

LTD Benefits during a Plan Year: A Participant is not eligible for an Incentive Compensation award with respect to any part of a Plan Year for which they are receiving LTD Benefits but will receive a Daily Pro-Rated Incentive Compensation award for the remainder of the year that they are not in receipt of LTD Benefits and otherwise eligible for an Incentive Compensation payment under another provision of this Section 3.02. Where the Participant's performance has not been evaluated, the individual component of the Daily Pro-Rated award will be based on a payment made "At Target".

**Acknowledgment of
Independent Registered Public Accounting Firm**

Board of Directors and Stockholders
Lockheed Martin Corporation

We are aware of the incorporation by reference of our report dated April 18, 2023, relating to the unaudited consolidated interim financial statements of Lockheed Martin Corporation that is included in its Form 10-Q for the quarter ended March 26, 2023, in the following Registration Statements of Lockheed Martin Corporation:

- 333-92363 on Form S-8, dated December 8, 1999;
- 333-115357 on Form S-8, dated May 10, 2004;
- 333-155687 on Form S-8, dated November 25, 2008;
- 333-176440 on Form S-8, dated August 23, 2011 and April 24, 2020 (Post-Effective Amendment No. 1);
- 333-188118 on Form S-8, dated April 25, 2013;
- 333-195466 on Form S-8, dated April 24, 2014, July 23, 2014 (Post-Effective Amendment No.1) and April 24, 2020 (Post-Effective Amendment No. 2);
- 333-237829, 333-237831, and 333-237832 on Form S-8, each dated April 24, 2020; and
- 333-237836 on Form S-3, dated April 24, 2020.

/s/ Ernst & Young LLP

Tysons, Virginia
April 18, 2023

**CERTIFICATION OF JAMES D. TAICLET PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, James D. Taiclet, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lockheed Martin Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ James D. Taiclet
James D. Taiclet
Chief Executive Officer

Date: April 18, 2023

**CERTIFICATION OF JESUS MALAVE PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jesus Malave, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lockheed Martin Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Jesus Malave

Jesus Malave
Chief Financial Officer

Date: April 18, 2023

CERTIFICATION OF JAMES D. TAICLET AND JESUS MALAVE PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Lockheed Martin Corporation (the "Corporation") on Form 10-Q for the period ended March 26, 2023, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, James D. Taiclet, Chief Executive Officer of the Corporation, and I, Jesus Malave, Chief Financial Officer of the Corporation, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

/s/ James D. Taiclet

James D. Taiclet
Chief Executive Officer

/s/ Jesus Malave

Jesus Malave
Chief Financial Officer

Date: April 18, 2023