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

**FORM 10-Q**

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(Mark One)

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

**For the quarterly period ended June 28, 2020**

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 279,542,050 shares of our common stock, \$1 par value per share, outstanding as of July 14, 2020.

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**Lockheed Martin Corporation**  
**Form 10-Q**  
**For the Quarterly Period Ended June 28, 2020**  
**Table of Contents**

	<u>Page</u>
<b><u>PART I. FINANCIAL INFORMATION</u></b>	
ITEM 1. <a href="#">Financial Statements (Unaudited)</a>	
<a href="#">Consolidated Statements of Earnings for the Quarters and Six Months Ended June 28, 2020 and June 30, 2019</a>	3
<a href="#">Consolidated Statements of Comprehensive Income for the Quarters and Six Months Ended June 28, 2020 and June 30, 2019</a>	4
<a href="#">Consolidated Balance Sheets as of June 28, 2020 and December 31, 2019</a>	5
<a href="#">Consolidated Statements of Cash Flows for the Six Months Ended June 28, 2020 and June 30, 2019</a>	6
<a href="#">Consolidated Statements of Equity for the Quarters Ended June 28, 2020 and June 30, 2019</a>	7
<a href="#">Consolidated Statements of Equity for the Six Months Ended June 28, 2020 and June 30, 2019</a>	8
<a href="#">Notes to Consolidated Financial Statements</a>	9
<a href="#">Report of Independent Registered Public Accounting Firm</a>	26
ITEM 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	27
ITEM 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	45
ITEM 4. <a href="#">Controls and Procedures</a>	45
<b><u>PART II. OTHER INFORMATION</u></b>	
ITEM 1. <a href="#">Legal Proceedings</a>	48
ITEM 1A. <a href="#">Risk Factors</a>	48
ITEM 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	51
ITEM 6. <a href="#">Exhibits</a>	52
<b><u>SIGNATURE</u></b>	53

**PART I. FINANCIAL INFORMATION****ITEM 1. Financial Statements**

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Net sales</b>				
Products	\$ 13,572	\$ 12,003	\$ 26,738	\$ 23,973
Services	2,648	2,424	5,133	4,790
Total net sales	16,220	14,427	31,871	28,763
<b>Cost of sales</b>				
Products	(12,092)	(10,674)	(23,834)	(21,299)
Services	(2,339)	(2,194)	(4,552)	(4,241)
Other unallocated, net	424	434	819	958
Total cost of sales	(14,007)	(12,434)	(27,567)	(24,582)
Gross profit	2,213	1,993	4,304	4,181
Other (expense) income, net	(127)	15	(96)	110
<b>Operating profit</b>	2,086	2,008	4,208	4,291
Interest expense	(149)	(163)	(297)	(334)
Other non-operating income (expense), net	25	(162)	81	(329)
Earnings before income taxes	1,962	1,683	3,992	3,628
Income tax expense	(336)	(263)	(649)	(504)
<b>Net earnings</b>	\$ 1,626	\$ 1,420	\$ 3,343	\$ 3,124
<b>Earnings per common share</b>				
Basic	\$ 5.81	\$ 5.03	\$ 11.92	\$ 11.07
Diluted	\$ 5.79	\$ 5.00	\$ 11.87	\$ 11.00
<b>Cash dividends paid per common share</b>	\$ 2.40	\$ 2.20	\$ 4.80	\$ 4.40

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		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net earnings	\$ 1,626	\$ 1,420	\$ 3,343	\$ 3,124
Other comprehensive income, net of tax				
Recognition of previously deferred postretirement benefit plan amounts	110	227	220	454
Other, net	28	28	(69)	28
Other comprehensive income, net of tax	138	255	151	482
Comprehensive income	\$ 1,764	\$ 1,675	\$ 3,494	\$ 3,606

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

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

	June 28, 2020	December 31, 2019
	(unaudited)	
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 2,855	\$ 1,514
Receivables, net	2,835	2,337
Contract assets	9,821	9,094
Inventories	3,521	3,619
Other current assets	538	531
<b>Total current assets</b>	<b>19,570</b>	17,095
Property, plant and equipment, net	6,663	6,591
Goodwill	10,579	10,604
Intangible assets, net	3,077	3,213
Deferred income taxes	3,127	3,319
Other noncurrent assets	6,587	6,706
<b>Total assets</b>	<b>\$ 49,603</b>	<b>\$ 47,528</b>
<b>Liabilities and equity</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 1,453	\$ 1,281
Contract liabilities	7,481	7,054
Salaries, benefits and payroll taxes	2,488	2,466
Current maturities of long-term debt	500	1,250
Other current liabilities	2,966	1,921
<b>Total current liabilities</b>	<b>14,888</b>	13,972
Long-term debt, net	12,174	11,404
Accrued pension liabilities	12,921	13,234
Other noncurrent liabilities	5,834	5,747
<b>Total liabilities</b>	<b>45,817</b>	44,357
<b>Stockholders' equity</b>		
Common stock, \$1 par value per share	278	280
Additional paid-in capital	—	—
Retained earnings	18,876	18,401
Accumulated other comprehensive loss	(15,403)	(15,554)
<b>Total stockholders' equity</b>	<b>3,751</b>	3,127
Noncontrolling interests in subsidiary	35	44
<b>Total equity</b>	<b>3,786</b>	3,171
<b>Total liabilities and equity</b>	<b>\$ 49,603</b>	<b>\$ 47,528</b>

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

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

	Six Months Ended	
	June 28, 2020	June 30, 2019
<b>Operating activities</b>		
Net earnings	\$ 3,343	\$ 3,124
Adjustments to reconcile net earnings to net cash provided by operating activities		
Depreciation and amortization	608	565
Stock-based compensation	115	104
Equity method investment impairment	128	—
Gain on property sale	—	(51)
Changes in assets and liabilities		
Receivables, net	(498)	(102)
Contract assets	(727)	(916)
Inventories	98	(602)
Accounts payable	191	237
Contract liabilities	427	275
Postretirement benefit plans	(77)	552
Income taxes	473	112
Other, net	415	33
Net cash provided by operating activities	4,496	3,331
<b>Investing activities</b>		
Capital expenditures	(636)	(533)
Other, net	4	25
Net cash used for investing activities	(632)	(508)
<b>Financing activities</b>		
Dividends paid	(1,364)	(1,260)
Repurchases of common stock	(1,015)	(500)
Issuance of long-term debt, net of related costs	1,131	—
Repayments of current and long-term debt	(1,150)	—
Repayments of commercial paper, net	—	(600)
Other, net	(125)	(68)
Net cash used for financing activities	(2,523)	(2,428)
Net change in cash and cash equivalents	1,341	395
Cash and cash equivalents at beginning of period	1,514	772
Cash and cash equivalents at end of period	\$ 2,855	\$ 1,167

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

**Lockheed Martin Corporation**  
**Consolidated Statements of Equity**  
**For the Quarters Ended June 28, 2020 and June 30, 2019**  
**(unaudited; in millions)**

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity	Noncontrolling Interests in Subsidiary	Total Equity
Balance at March 29, 2020	\$ 279	\$ —	\$ 18,708	\$ (15,541)	\$ 3,446	\$ 41	\$ 3,487
Net earnings	—	—	1,626	—	1,626	—	1,626
Other comprehensive income, net of tax	—	—	—	138	138	—	138
Repurchases of common stock	(1)	(168)	(108)	—	(277)	—	(277)
Dividends declared	—	—	(1,350)	—	(1,350)	—	(1,350)
Stock-based awards, ESOP activity and other	—	168	—	—	168	—	168
Net decrease in noncontrolling interests in subsidiary	—	—	—	—	—	(6)	(6)
Balance at June 28, 2020	\$ 278	\$ —	\$ 18,876	\$ (15,403)	\$ 3,751	\$ 35	\$ 3,786
Balance at March 31, 2019	\$ 281	\$ —	\$ 16,278	\$ (14,094)	\$ 2,465	\$ 57	\$ 2,522
Net earnings	—	—	1,420	—	1,420	—	1,420
Other comprehensive income, net of tax	—	—	—	255	255	—	255
Repurchases of common stock	(1)	(174)	(41)	—	(216)	—	(216)
Dividends declared	—	—	(1,249)	—	(1,249)	—	(1,249)
Stock-based awards, ESOP activity and other	1	174	—	—	175	—	175
Net decrease in noncontrolling interests in subsidiary	—	—	—	—	—	(11)	(11)
Balance at June 30, 2019	\$ 281	\$ —	\$ 16,408	\$ (13,839)	\$ 2,850	\$ 46	\$ 2,896

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

**Lockheed Martin Corporation**  
**Consolidated Statements of Equity**  
**For the Six Months Ended June 28, 2020 and June 30, 2019**  
**(unaudited; in millions)**

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity	Noncontrolling Interests in Subsidiary	Total Equity
Balance at December 31, 2019	\$ 280	\$ —	\$ 18,401	\$ (15,554)	\$ 3,127	\$ 44	\$ 3,171
Net earnings	—	—	3,343	—	3,343	—	3,343
Other comprehensive income, net of tax	—	—	—	151	151	—	151
Repurchases of common stock	(3)	(197)	(841)	—	(1,041)	—	(1,041)
Dividends declared	—	—	(2,027)	—	(2,027)	—	(2,027)
Stock-based awards, ESOP activity and other	1	197	—	—	198	—	198
Net decrease in noncontrolling interests in subsidiary	—	—	—	—	—	(9)	(9)
Balance at June 28, 2020	\$ 278	\$ —	\$ 18,876	\$ (15,403)	\$ 3,751	\$ 35	\$ 3,786
Balance at December 31, 2018	\$ 281	\$ —	\$ 15,434	\$ (14,321)	\$ 1,394	\$ 55	\$ 1,449
Net earnings	—	—	3,124	—	3,124	—	3,124
Other comprehensive income, net of tax	—	—	—	482	482	—	482
Repurchases of common stock	(2)	(220)	(278)	—	(500)	—	(500)
Dividends declared	—	—	(1,872)	—	(1,872)	—	(1,872)
Stock-based awards, ESOP activity and other	2	220	—	—	222	—	222
Net decrease in noncontrolling interests in subsidiary	—	—	—	—	—	(9)	(9)
Balance at June 30, 2019	\$ 281	\$ —	\$ 16,408	\$ (13,839)	\$ 2,850	\$ 46	\$ 2,896

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, assets for the portion of environmental costs that are probable of future recovery and liabilities, evaluation of goodwill, 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.

We close our books and records on the last Sunday of the calendar quarter, which was on June 28 for the second quarter of 2020 and June 30 for the second quarter of 2019, 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.

We adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, effective January 1, 2020 using the modified retrospective approach. The new standard changes how we account for credit losses for financial assets and certain other instruments, including trade receivables and contract assets, that are not measured at fair value through net income. Under legacy standards, we recognized an impairment of receivables when it was probable that a loss had been incurred. Under the new standard, we are required to recognize estimated credit losses expected to occur over the estimated life or remaining contractual life of an asset (which includes losses that may be incurred in future periods) using a broader range of information including reasonable and supportable forecasts about future economic conditions. The adoption of the standard did not have a significant impact on our results of operations, financial position or cash flows.

We adopted ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Topic 715-20): Disclosure Framework—Changes to the Disclosure Requirements For Defined Benefit Plans*, effective January 1, 2020. The new standard modifies the annual disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. The guidance requires disclosure changes to be presented on a retrospective basis. As this standard relates only to financial disclosures, its adoption did not have an impact to our results of operations, financial position or cash flows.

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, 2019 (2019 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		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Weighted average common shares outstanding for basic computations	279.8	282.2	280.5	282.3
Weighted average dilutive effect of equity awards	1.0	1.7	1.2	1.8
Weighted average common shares outstanding for diluted computations	280.8	283.9	281.7	284.1

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) and exercise of outstanding stock options based on the treasury stock method. There were no significant anti-dilutive equity awards during the quarters and six months ended June 28, 2020 or June 30, 2019.

**NOTE 3 – INFORMATION ON BUSINESS SEGMENTS**

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.

Net sales and operating profit of our business segments exclude intersegment sales, cost of sales, and profit as these activities are eliminated in consolidation. 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 also excludes the FAS/CAS 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, environmental costs, stock-based compensation expense, retiree benefits, significant severance actions, significant asset impairments, gains or losses from significant divestitures, 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.

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

Summary operating results for each of our business segments were as follows (in millions):

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Net sales</b>				
Aeronautics	\$ 6,503	\$ 5,550	\$ 12,872	\$ 11,134
Missiles and Fire Control	2,801	2,411	5,420	4,761
Rotary and Mission Systems	4,039	3,768	7,785	7,530
Space	2,877	2,698	5,794	5,338
Total net sales	\$ 16,220	\$ 14,427	\$ 31,871	\$ 28,763
<b>Operating profit</b>				
Aeronautics	\$ 739	\$ 592	\$ 1,411	\$ 1,177
Missiles and Fire Control	370	327	766	744
Rotary and Mission Systems	429	347	805	726
Space	252	288	533	622
Total business segment operating profit	1,790	1,554	3,515	3,269
<b>Unallocated items</b>				
FAS/CAS operating adjustment <sup>(a)</sup>	469	512	938	1,024
Stock-based compensation	(73)	(67)	(115)	(104)
Other, net <sup>(b)</sup>	(100)	9	(130)	102
Total unallocated items	296	454	693	1,022
Total consolidated operating profit	\$ 2,086	\$ 2,008	\$ 4,208	\$ 4,291
<b>Intersegment sales</b>				
Aeronautics	\$ 61	\$ 47	\$ 120	\$ 89
Missiles and Fire Control	140	144	276	265
Rotary and Mission Systems	502	461	1,000	960
Space	105	85	213	153
Total intersegment sales	\$ 808	\$ 737	\$ 1,609	\$ 1,467

<sup>(a)</sup> The FAS/CAS operating adjustment represents the difference between the service cost component of financial accounting standards (FAS) pension income (expense) and total pension costs recoverable on U.S. Government contracts as determined in accordance with CAS.

<sup>(b)</sup> Other, net for the quarter and six months ended June 28, 2020 includes a non-cash impairment charge of \$128 million (\$96 million, or \$0.34 per share, after tax) recognized on our investment in the international equity method investee, Advanced Military Maintenance, Repair and Overhaul Center (AMMROC) that we entered into an agreement to sell in July 2020.

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

Our total net FAS/CAS pension adjustment for the quarters and six months ended June 28, 2020 and June 30, 2019, including the service and non-service cost components of FAS pension income (expense) for our qualified defined benefit pension plans, were as follows (in millions):

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Total FAS income (expense) and CAS costs</b>				
FAS pension income (expense)	\$ 29	\$ (273)	\$ 59	\$ (546)
Less: CAS pension cost	495	641	989	1,282
Net FAS/CAS pension adjustment	\$ 524	\$ 368	\$ 1,048	\$ 736
<b>Service and non-service cost reconciliation</b>				
FAS pension service cost	\$ (26)	\$ (129)	\$ (51)	\$ (258)
Less: CAS pension cost	495	641	989	1,282
FAS/CAS operating adjustment	469	512	938	1,024
Non-operating FAS pension income (expense)	55	(144)	110	(288)
Net FAS/CAS pension adjustment	\$ 524	\$ 368	\$ 1,048	\$ 736

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 cost in each of our business segment's net sales and cost of sales. Our consolidated financial statements must present FAS pension and other postretirement benefit plan expense calculated in accordance with FAS requirements under U.S. GAAP. The operating portion of the net FAS/CAS pension adjustment represents the difference between the service cost component of FAS pension income (expense) and total CAS pension cost. The non-service FAS pension income (expense) component is included in other non-operating income (expense), net 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 (expense), we have a favorable FAS/CAS operating adjustment.

We expect to have FAS pension income in 2020, compared to FAS pension expense in prior periods. We no longer have service costs for certain of our plans as a result of completing the planned freeze of our salaried pension plans effective January 1, 2020 that was previously announced on July 1, 2014. See "Note 6 – Postretirement Benefit Plans" for additional information regarding the corporation's FAS pension expense or income and CAS pension cost.

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

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

Quarter Ended June 28, 2020						
	Aeronautics	MFC	RMS	Space	Total	
<b>Net sales</b>						
Products	\$ 5,474	\$ 2,422	\$ 3,259	\$ 2,417	\$ 13,572	
Services	1,029	379	780	460	2,648	
Total net sales	\$ 6,503	\$ 2,801	\$ 4,039	\$ 2,877	\$ 16,220	
<b>Net sales by contract type</b>						
Fixed-price	\$ 4,467	\$ 1,877	\$ 2,639	\$ 483	\$ 9,466	
Cost-reimbursable	2,036	924	1,400	2,394	6,754	
Total net sales	\$ 6,503	\$ 2,801	\$ 4,039	\$ 2,877	\$ 16,220	
<b>Net sales by customer</b>						
U.S. Government	\$ 5,352	\$ 2,098	\$ 2,926	\$ 2,533	\$ 12,909	
International <sup>(a)</sup>	1,132	699	1,011	330	3,172	
U.S. commercial and other	19	4	102	14	139	
Total net sales	\$ 6,503	\$ 2,801	\$ 4,039	\$ 2,877	\$ 16,220	
<b>Net sales by geographic region</b>						
United States	\$ 5,371	\$ 2,102	\$ 3,028	\$ 2,547	\$ 13,048	
Asia Pacific	353	72	464	16	905	
Europe	506	170	170	314	1,160	
Middle East	213	442	213	—	868	
Other	60	15	164	—	239	
Total net sales	\$ 6,503	\$ 2,801	\$ 4,039	\$ 2,877	\$ 16,220	

Six Months Ended June 28, 2020						
	Aeronautics	MFC	RMS	Space	Total	
<b>Net sales</b>						
Products	\$ 10,929	\$ 4,697	\$ 6,245	\$ 4,867	\$ 26,738	
Services	1,943	723	1,540	927	5,133	
Total net sales	\$ 12,872	\$ 5,420	\$ 7,785	\$ 5,794	\$ 31,871	
<b>Net sales by contract type</b>						
Fixed-price	\$ 9,051	\$ 3,595	\$ 5,121	\$ 1,002	\$ 18,769	
Cost-reimbursable	3,821	1,825	2,664	4,792	13,102	
Total net sales	\$ 12,872	\$ 5,420	\$ 7,785	\$ 5,794	\$ 31,871	
<b>Net sales by customer</b>						
U.S. Government	\$ 9,385	\$ 4,053	\$ 5,714	\$ 5,016	\$ 24,168	
International <sup>(a)</sup>	3,453	1,359	1,866	750	7,428	
U.S. commercial and other	34	8	205	28	275	
Total net sales	\$ 12,872	\$ 5,420	\$ 7,785	\$ 5,794	\$ 31,871	
<b>Net sales by geographic region</b>						
United States	\$ 9,419	\$ 4,061	\$ 5,919	\$ 5,044	\$ 24,443	
Asia Pacific	1,348	147	782	44	2,321	
Europe	1,454	338	337	712	2,841	
Middle East	541	849	420	(6)	1,804	
Other	110	25	327	—	462	
Total net sales	\$ 12,872	\$ 5,420	\$ 7,785	\$ 5,794	\$ 31,871	

<sup>(a)</sup> International sales include 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)**

Quarter Ended June 30, 2019						
	Aeronautics	MFC	RMS	Space	Total	
<b>Net sales</b>						
Products	\$ 4,740	\$ 1,963	\$ 3,023	\$ 2,277	\$ 12,003	
Services	810	448	745	421	2,424	
Total net sales	\$ 5,550	\$ 2,411	\$ 3,768	\$ 2,698	\$ 14,427	
<b>Net sales by contract type</b>						
Fixed-price	\$ 4,040	\$ 1,444	\$ 2,526	\$ 535	\$ 8,545	
Cost-reimbursable	1,510	967	1,242	2,163	5,882	
Total net sales	\$ 5,550	\$ 2,411	\$ 3,768	\$ 2,698	\$ 14,427	
<b>Net sales by customer</b>						
U.S. Government	\$ 3,476	\$ 1,900	\$ 2,675	\$ 2,332	\$ 10,383	
International <sup>(a)</sup>	2,010	475	974	360	3,819	
U.S. commercial and other	64	36	119	6	225	
Total net sales	\$ 5,550	\$ 2,411	\$ 3,768	\$ 2,698	\$ 14,427	
<b>Net sales by geographic region</b>						
United States	\$ 3,540	\$ 1,936	\$ 2,794	\$ 2,338	\$ 10,608	
Asia Pacific	784	86	418	23	1,311	
Europe	847	103	143	328	1,421	
Middle East	335	272	247	9	863	
Other	44	14	166	—	224	
Total net sales	\$ 5,550	\$ 2,411	\$ 3,768	\$ 2,698	\$ 14,427	

Six Months Ended June 30, 2019						
	Aeronautics	MFC	RMS	Space	Total	
<b>Net sales</b>						
Products	\$ 9,536	\$ 3,879	\$ 6,082	\$ 4,476	\$ 23,973	
Services	1,598	882	1,448	862	4,790	
Total net sales	\$ 11,134	\$ 4,761	\$ 7,530	\$ 5,338	\$ 28,763	
<b>Net sales by contract type</b>						
Fixed-price	\$ 8,210	\$ 2,979	\$ 5,145	\$ 1,058	\$ 17,392	
Cost-reimbursable	2,924	1,782	2,385	4,280	11,371	
Total net sales	\$ 11,134	\$ 4,761	\$ 7,530	\$ 5,338	\$ 28,763	
<b>Net sales by customer</b>						
U.S. Government	\$ 6,911	\$ 3,533	\$ 5,350	\$ 4,568	\$ 20,362	
International <sup>(a)</sup>	4,105	1,145	1,969	755	7,974	
U.S. commercial and other	118	83	211	15	427	
Total net sales	\$ 11,134	\$ 4,761	\$ 7,530	\$ 5,338	\$ 28,763	
<b>Net sales by geographic region</b>						
United States	\$ 7,029	\$ 3,616	\$ 5,561	\$ 4,583	\$ 20,789	
Asia Pacific	1,690	208	748	31	2,677	
Europe	1,645	225	341	709	2,920	
Middle East	672	685	532	15	1,904	
Other	98	27	348	—	473	
Total net sales	\$ 11,134	\$ 4,761	\$ 7,530	\$ 5,338	\$ 28,763	

<sup>(a)</sup> International sales include 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 Joint Strike Fighter, an international multi-role, multi-variant, stealth fighter aircraft. Net sales for the F-35 program represented approximately 28% of our total consolidated net sales for both the quarter and six months ended June 28, 2020 and 26% of our total consolidated net sales for both the quarter and six months ended June 30, 2019.

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

	June 28, 2020	December 31, 2019
<b>Assets</b>		
Aeronautics	\$ 9,801	\$ 9,109
Missiles and Fire Control	5,257	5,030
Rotary and Mission Systems	18,498	18,751
Space	6,221	5,844
Total business segment assets	39,777	38,734
Corporate assets <sup>(a)</sup>	9,826	8,794
Total assets	\$ 49,603	\$ 47,528

<sup>(a)</sup> Corporate assets primarily include cash and cash equivalents, deferred income taxes, assets for the portion of environmental costs that are probable of future recovery and investments held in a separate trust.

#### 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):

	June 28, 2020	December 31, 2019
Contract assets	\$ 9,821	\$ 9,094
Contract liabilities	7,481	7,054

Contract assets increased \$727 million during the six months ended June 28, 2020, primarily due to the recognition of revenue related to the satisfaction or partial satisfaction of performance obligations during the six months ended June 28, 2020 for which we have not yet billed our customers. There were no significant credit or impairment losses related to our contract assets during the quarters and six months ended June 28, 2020 and June 30, 2019.

Contract liabilities increased \$427 million during the six months ended June 28, 2020, primarily due to payments received in excess of revenue recognized on these performance obligations. During the quarter and six months ended June 28, 2020, we recognized \$1.0 billion and \$2.6 billion of our contract liabilities that existed at December 31, 2019 as revenue. During the quarter and six months ended June 30, 2019, we recognized \$1.1 billion and \$2.9 billion of our contract liabilities at December 31, 2018 as revenue.

#### NOTE 5 – INVENTORIES

Inventories consisted of the following (in millions):

	June 28, 2020	December 31, 2019
Materials, spares and supplies	\$ 564	\$ 532
Work-in-process	2,644	2,783
Finished goods	313	304
Total inventories	\$ 3,521	\$ 3,619

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 contract award is probable, the costs generate or enhance resources that will be used in satisfying

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

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 June 28, 2020 and December 31, 2019, \$638 million and \$493 million of pre-contract costs were included in inventories.

**NOTE 6 – POSTRETIREMENT BENEFIT PLANS**

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Qualified defined benefit pension plans</b>				
Service cost	\$ 26	\$ 129	\$ 51	\$ 258
Interest cost	384	451	769	903
Expected return on plan assets	(566)	(575)	(1132)	(1,150)
Recognized net actuarial losses	212	351	424	702
Amortization of prior service credits	(85)	(83)	(171)	(167)
Total net periodic benefit (income) cost	\$ (29)	\$ 273	\$ (59)	\$ 546
<b>Retiree medical and life insurance plans</b>				
Service cost	\$ 4	\$ 3	\$ 7	\$ 7
Interest cost	17	24	35	48
Expected return on plan assets	(32)	(27)	(64)	(55)
Recognized net actuarial losses	(1)	—	(2)	1
Amortization of prior service costs	9	11	19	21
Total net periodic benefit (income) cost	\$ (3)	\$ 11	\$ (5)	\$ 22

As previously announced on July 1, 2014, we completed the final step of the planned freeze of our qualified and nonqualified defined benefit pension plans for salaried employees effective January 1, 2020; the plans are now fully frozen. With the freeze complete, the majority of our salaried employees participate in an enhanced defined contribution retirement savings plan.

We record the service cost component of net periodic benefit cost (for our bargained plans beginning in 2020) as part of cost of sales and the non-service cost components of net periodic benefit cost as part of other non-operating income (expense), net in the consolidated statements of earnings.

The recognized net actuarial losses and amortization of prior service credits or costs in the table above, along with similar costs related to our other postretirement benefit plans (\$5 million and \$10 million for the quarter and six months ended June 28, 2020, and \$9 million and \$20 million for the quarter and six months ended June 30, 2019) were reclassified from accumulated other comprehensive loss (AOCL) and recorded as a component of net periodic benefit (income) cost for the periods presented. These costs totaled \$140 million (\$110 million, net of tax) and \$280 million (\$220 million, net of tax) during the quarter and six months ended June 28, 2020, and \$288 million (\$227 million, net of tax) and \$577 million (\$454 million, net of tax) during the quarter and six months ended June 30, 2019 and were recorded on our consolidated statements of comprehensive income as an increase to other comprehensive income.

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 by the Pension Protection Act of 2006 (PPA), along with consideration of CAS and Internal Revenue Code rules. There were no contributions to our qualified defined benefit pension plans during the quarters and six months ended June 28, 2020 and June 30, 2019.

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

**NOTE 7 – LEGAL PROCEEDINGS AND CONTINGENCIES**

We are a party to or have property subject 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 corporation as a whole, notwithstanding that the unfavorable resolution of any matter may have a material effect on our net earnings 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.

**Legal Proceedings**

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 the 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, 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 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.

The U.S. Government further alleged violations of the Anti-Kickback Act and False Claims Act based on a monthly "chargeback," through which SSSI billed Derco for the cost of certain SSSI personnel, allegedly in exchange for SSSI's permitting a pricing arrangement that was "highly favorable" to Derco. On January 12, 2018, the Corporation filed a partial motion to dismiss intended to narrow the U.S. Government's claims, including by seeking dismissal of the Anti-Kickback Act allegations. The Corporation also moved to dismiss Cimma as a party under the False Claims Act's first-to-file rule, which permits only the first relator to recover in a pending case. The District Court granted these motions, in part, on July 20, 2018, dismissing the Government's claims under the Anti-Kickback Act and dismissing Cimma as a party to the litigation.

The U.S. Government seeks damages of approximately \$52 million, subject to trebling, plus statutory penalties. We believe that we have legal and factual defenses to the U.S. Government's remaining claims. 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 in this matter and proves damages at or near \$52 million and

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

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.

On February 8, 2019, the Department of Justice (DOJ) filed a complaint in the U.S. District Court for the Eastern District of Washington alleging, among other counts, civil False Claims Act and civil Anti-Kickback Act violations against Mission Support Alliance, LLC (MSA), Lockheed Martin, Lockheed Martin Services, Inc. (LMSI) and a current Lockheed Martin vice president. The dollar amount of damages sought is not specified but DOJ seeks treble damages with respect to the False Claims Act and penalties that are subject to doubling under the Anti-Kickback Act. The allegations relate primarily to information technology services performed by LMSI under a subcontract to MSA and the pricing by MSA and LMSI of those services as well as Lockheed Martin's payment of standard incentive compensation to certain employees who were seconded to MSA, including the vice president. MSA is a joint venture that holds a prime contract to provide infrastructure support services at DOE's Hanford facility. On April 23, 2019, the parties each filed partial motions to dismiss the U.S. Government's False Claims Act and Anti-Kickback Act allegations. On January 13, 2020, the court dismissed the Anti-Kickback Act claim against all defendants with prejudice and denied the motions to dismiss the False Claims Act claims.

On August 16, 2016, we divested our former Information Systems & Global Solutions (IS&GS) business segment to Leidos Holdings, Inc. (Leidos) in a transaction that resulted in IS&GS becoming part of Leidos (the Transaction). In the Transaction, Leidos acquired IS&GS' interest in MSA and the liabilities related to Lockheed Martin's participation in MSA. Included within the liabilities assumed were those associated with this lawsuit. Lockheed Martin transferred to Leidos a reserve of approximately \$38 million established by Lockheed Martin with respect to its potential liability and that of its affiliates and agreed to indemnify Leidos with respect to the liabilities assumed for damages to Leidos for 100% of amounts in excess of this reserve up to \$64 million and 50% of amounts in excess of \$64 million.

We cannot reasonably estimate our exposure at this time, but it is possible that a settlement by or judgment against any of the defendants could implicate Lockheed Martin's indemnification obligations as described above. At present, in view of what we believe to be the strength of the defenses, our belief that Leidos assumed the liabilities, and our view of the structure of the indemnity, we do not believe it probable that we will incur a material loss and have not taken any reserve.

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 IS&GS business, we retained 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

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

future recovery by assessing, among other factors, U.S. Government regulations, our U.S. Government business base and contract mix, our history of receiving reimbursement of such costs, and efforts by some U.S. Government representatives to limit such reimbursement. 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.

At June 28, 2020 and December 31, 2019, the aggregate amount of liabilities recorded relative to environmental matters was \$805 million and \$810 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 \$698 million and \$703 million at June 28, 2020 and December 31, 2019, most of which are recorded in other noncurrent assets on our consolidated balance sheets, for the estimated future recovery of these costs, as we consider the recovery probable based on the factors previously mentioned. We project costs and recovery of costs over approximately 20 years.

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 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 at a particular 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 loss or reasonably possible loss or range of loss.

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 and Washington, the U.S. Government reimburses us an amount equal to a percentage, specific to each site, of expenditures for certain remediation activities in the U.S. Government's capacity as a PRP under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

In addition to the proceedings and potential proceedings discussed above, California previously established a maximum level of the contaminant hexavalent chromium in drinking water of 10 parts per billion (ppb). This standard was successfully challenged by the California Manufacturers and Technology Association (CMTA) for failure to conduct the required economic feasibility analysis. In response to the court's ruling, the State Water Resources Control Board (State Board), a branch of the California Environmental Protection Agency, withdrew the hexavalent chromium standard from the published regulations, leaving only the 50 ppb standard for total chromium. The State Board has indicated it will work to re-establish a hexavalent chromium standard. Further, the U.S. Environmental Protection Agency (U.S. EPA) is considering whether to regulate hexavalent chromium. California is also reevaluating its existing drinking water standard of 6 ppb for perchlorate. The U.S. EPA decided in June 2020 not to regulate perchlorate in drinking water at the federal level.

If substantially lower standards are adopted for perchlorate (in California) or for hexavalent chromium (in California or 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 compounds known generally as per- and polyfluoroalkyl compounds (PFAS). PFAS compounds 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

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

compounds, they likely exist as contaminants at many of our cleanup 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 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. In some cases, we may guarantee the contractual performance of third parties such as joint venture partners. We had total outstanding letters of credit, surety bonds and third-party guarantees aggregating \$3.3 billion and \$3.6 billion at June 28, 2020 and December 31, 2019. Third-party guarantees do not include guarantees issued on behalf of subsidiaries and other consolidated entities.

At June 28, 2020 and December 31, 2019, third-party guarantees totaled \$748 million and \$996 million, of which approximately 68% and 76% 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.

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 June 28, 2020 and December 31, 2019, there were no material amounts recorded in our financial statements related to third-party guarantees or novation agreements.

**NOTE 8 – FAIR VALUE MEASUREMENTS**

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

	June 28, 2020			December 31, 2019		
	Total	Level 1	Level 2	Total	Level 1	Level 2
<b>Assets</b>						
Mutual funds	\$ 1,099	\$ 1,099	\$ —	\$ 1,363	\$ 1,363	\$ —
U.S. Government securities	79	—	79	99	—	99
Other securities	346	153	193	319	171	148
Derivatives	50	—	50	18	—	18
<b>Liabilities</b>						
Derivatives	28	—	28	23	—	23
<b>Assets measured at NAV <sup>(a)</sup></b>						
Other commingled funds	18			19		

<sup>(a)</sup> Net Asset Value (NAV) is the total value of the fund divided by the number of the fund's shares outstanding.

Substantially all assets measured at fair value, other than derivatives, represent investments held in a separate trust to fund certain of our nonqualified 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 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.

The derivatives outstanding at both June 28, 2020 and December 31, 2019 consist of foreign currency forward contracts, interest rate swaps and foreign currency related contract embedded derivatives. We use derivative instruments

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

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 and the Australian dollar. These contracts hedge forecasted foreign currency transactions in order to mitigate 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 reduce the amount of interest paid. 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 mitigate 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 mitigate certain economic exposures.

The aggregate notional amount of our outstanding interest rate swaps was \$572 million and \$750 million at June 28, 2020 and December 31, 2019. The aggregate notional amount of our outstanding foreign currency hedges at June 28, 2020 and December 31, 2019 was \$3.4 billion and \$3.8 billion. The fair values of our outstanding interest rate swaps and foreign currency hedges at June 28, 2020 and December 31, 2019 were not significant. Derivative instruments did not have a material impact on net earnings and comprehensive income during the quarters and six months ended June 28, 2020 and June 30, 2019. Substantially all of our derivatives are designated for hedge accounting.

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 \$16.9 billion and \$15.9 billion at June 28, 2020 and December 31, 2019. The outstanding principal amount of debt was \$13.8 billion at both June 28, 2020 and December 31, 2019, excluding \$1.1 billion and \$1.2 billion of unamortized discounts and issuance costs at June 28, 2020 and December 31, 2019. The estimated fair values of our outstanding debt were determined based on observable inputs (Level 2).

## **NOTE 9 – STOCKHOLDERS' EQUITY**

### **Repurchases of Common Stock**

During the six months ended June 28, 2020, we repurchased 1.4 million shares for \$541 million under repurchase plans pursuant to Rule 10b5-1 of the Securities Exchange Act of 1934, some of which were settled subsequent to the end of the second quarter. Additionally, during the first quarter of 2020, we entered into an accelerated share repurchase (ASR) agreement to repurchase \$500 million of our common stock through April 2020. Under the terms of the ASR agreement, in March 2020 we paid \$500 million and received an initial delivery of 1.0 million shares of our common stock. Upon final settlement of the ASR agreement in April 2020, we received an additional 0.4 million shares of our common stock for no additional consideration based on the average price paid per share of \$347.16, calculated with reference to the volume-weighted average price (VWAP) of our common stock over the term of the agreement, less a negotiated discount.

The total remaining authorization for future common share repurchases under our share repurchase program was \$1.8 billion as of June 28, 2020. 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. Due to the volume of repurchases and the prices at which these were made, additional paid-in capital was reduced to zero, with the remainder of the excess purchase price over par value of \$841 million and \$278 million recorded as a reduction to retained earnings during the six months ended June 28, 2020 and June 30, 2019.

### **Dividends**

We declared cash dividends totaling \$1.4 billion (\$4.80 per share) and \$2.0 billion (\$7.20 per share) during the quarters and six months ended June 28, 2020, compared to \$1.2 billion (\$4.40 per share) and \$1.9 billion (\$6.60 per

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

share) during the quarters and six months ended June 30, 2019. In June 2020, we declared our 2020 third quarter dividend totaling \$671 million (\$2.40 per share), which will be paid in September 2020 and in June 2019, we declared our 2019 third quarter dividend totaling \$624 million (\$2.20 per share), which was paid in September 2019.

### Restricted Stock Unit Grants

During the six months ended June 28, 2020, we granted certain employees approximately 0.5 million RSUs with a weighted average grant date fair value of \$384.17 per RSU. The grant date fair value of these RSUs is equal to the closing market price of our common stock on the grant date less a discount to reflect the delay in payment of dividend-equivalent cash payments that are made only upon vesting, which is generally three years from the grant date. We recognize the grant date fair value of RSUs, less estimated forfeitures, as compensation expense ratably over the requisite service period, which is shorter than the vesting period if the employee is retirement eligible on the date of grant or will become retirement eligible before the end of the vesting period.

### 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, 2019	\$ (15,528)	\$ (26)	\$ (15,554)
Other comprehensive income before reclassifications	—	3	3
Amounts reclassified from AOCL			
Recognition of net actuarial losses <sup>(a)</sup>	344	—	344
Amortization of net prior service credits <sup>(a)</sup>	(124)	—	(124)
Other	—	(72)	(72)
Total reclassified from AOCL	220	(72)	148
Total other comprehensive income	220	(69)	151
Balance at June 28, 2020	\$ (15,308)	\$ (95)	\$ (15,403)
Balance at December 31, 2018	\$ (14,254)	\$ (67)	\$ (14,321)
Other comprehensive income before reclassifications	—	13	13
Amounts reclassified from AOCL			
Recognition of net actuarial losses <sup>(a)</sup>	574	—	574
Amortization of net prior service credits <sup>(a)</sup>	(120)	—	(120)
Other	—	15	15
Total reclassified from AOCL	454	15	469
Total other comprehensive income	454	28	482
Balance at June 30, 2019	\$ (13,800)	\$ (39)	\$ (13,839)

<sup>(a)</sup> Reclassifications from AOCL related to our postretirement benefit plans were recorded as a component of net periodic benefit cost for each period presented (see "Note 6 – Postretirement Benefit Plans"). These amounts include \$110 million and \$227 million, net of tax, for the quarters ended June 28, 2020 and June 30, 2019, which are comprised of the recognition of net actuarial losses of \$172 million and \$287 million for the quarters ended June 28, 2020 and June 30, 2019 and the amortization of net prior service credits of \$62 million and \$60 million for the quarters ended June 28, 2020 and June 30, 2019.

### NOTE 10 – OTHER

#### Changes in Estimates

Significant estimates and assumptions are made in estimating contract sales and costs, including the profit booking rate. 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 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

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

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 surrounding the 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 determined.

In addition, 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 for which we recognize revenue over time using the percentage-of-completion cost-to-cost method to measure progress towards completion. Increases in the profit booking rates, typically referred to as risk retirements, 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. Increases or decreases in profit booking rates are recognized in the current period 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 charges, insurance recoveries and gains on sales of assets. Unfavorable items may include the adverse resolution of contractual matters; 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 adjustments not related to volume, including net profit booking rate adjustments and other matters, increased segment operating profit by approximately \$480 million and \$945 million during the quarter and six months ended June 28, 2020 and \$420 million and \$985 million during the quarter and six months ended June 30, 2019. These adjustments increased net earnings by approximately \$379 million (\$1.35 per share) and \$747 million (\$2.65 per share) during the quarter and six months ended June 28, 2020 and \$332 million (\$1.17 per share) and \$778 million (\$2.74 per share) during the quarter and six months ended June 30, 2019. We recognized net sales from performance obligations satisfied in prior periods of approximately \$495 million and \$1.0 billion during the quarter and six months ended June 28, 2020, and \$560 million and \$1.2 billion during the quarter and six months ended June 30, 2019, which primarily relate to changes in profit booking rates that impacted revenue.

As previously disclosed in our 2019 Form 10-K, 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 accrued reserves. As of June 28, 2020, cumulative losses were approximately \$240 million on this program. We may continue to experience issues related to customer requirements and our performance under this contract and have to record additional charges. 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 operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we have a program, EADGE-T, to design, integrate, and install an air missile defense command, control, communications, computers - intelligence (C4I) system for an international customer that has experienced performance issues and for which we have periodically accrued reserves at our RMS business segment. As of June 28, 2020, cumulative losses remained at approximately \$260 million. We continue to monitor program requirements and our performance. At this time, we do not anticipate additional charges that would be material to our operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we have two commercial satellite programs at our Space business segment for which we have experienced performance issues related to the development and integration of a modernized LM 2100 satellite platform. These programs are for the delivery of three satellites in total, including two that launched in 2019 and one that launched in February 2020. We have periodically revised our estimated costs to complete these developmental commercial programs. As of June 28, 2020, cumulative losses remained at approximately \$410 million for

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

these programs. We do not anticipate that additional losses, if any, would be material to our operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we are responsible for designing, developing and installing an upgraded turret for the Warrior Capability Sustainment Program. In 2018, we revised our estimated costs to complete the program as a consequence of performance issues, and recorded charges at our MFC business segment. As of June 28, 2020, cumulative losses remained at approximately \$140 million on this program. We may continue to experience issues related to customer requirements and our performance under this contract and may have to record additional reserves. However, based on the losses already 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 operating results or financial condition.

#### **Investment in Advanced Military Maintenance, Repair and Overhaul Center LLC (AMMROC)**

As of June 28, 2020, we owned 40% of AMMROC, a joint venture located in the United Arab Emirates. We account for our investment in AMMROC using the equity method. AMMROC provides maintenance, repair and overhaul (MRO) and support services for fixed and rotary wing military aircraft in the South Asia, Middle East and North Africa (SAMENA) region. To date, substantially all of AMMROC's business was dependent on a single customer contract to provide performance based logistics (PBL) services that was in the process of being re-competed. In April 2020, the customer awarded the contract to a competitor. As a result of the loss of this customer contract, we performed a strategic review of AMMROC's business and evaluated various options for our investment. In July 2020, we executed an agreement to sell our investment in AMMROC to our joint venture partner for \$307 million. The transaction, which is subject to closing conditions, is expected to close in the third quarter of 2020 and the purchase price will be paid in cash installments through September 2021. Accordingly, we adjusted the carrying value of our investment from \$435 million to the expected selling price of \$307 million as of June 28, 2020, which resulted in the recognition of a noncash impairment charge of \$128 million (\$96 million, or \$0.34 per share, after tax) in our results of operations for the quarter ended June 28, 2020.

#### **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. 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 June 28, 2020, our ending backlog was \$150.3 billion. We expect to recognize approximately 37% of our backlog over the next 12 months and approximately 61% over the next 24 months as revenue, with the remainder recognized thereafter.

#### **Income Taxes**

Our effective income tax rate was 17.1% and 16.3% for the quarter and six months ended June 28, 2020, and 15.6% and 13.9% for the quarter and six months ended June 30, 2019. The higher rate for the quarter ended June 28, 2020 is primarily due to a decrease in tax deductions for foreign derived intangible income. The rates for all periods benefited from the research and development tax credit, tax deductions for foreign derived intangible income related to direct commercial sales, dividends paid to the corporation's defined contribution plans with an employee stock ownership plan feature, and tax deductions for employee equity awards.

The rates for all periods also benefited from additional tax deductions based on proposed tax regulations released on March 4, 2019, which clarified that foreign military sales qualify for foreign derived intangible income treatment. On July 9, 2020, the U.S. Treasury Department issued final tax regulations related to foreign derived intangible income. The final tax regulations confirm foreign military sales qualify for foreign derived intangible income treatment. We continue to assess the other effects of the final regulations.

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

**May 2020 Debt Issuance**

On May 20, 2020, we issued a total of \$1.2 billion of senior unsecured notes, consisting of \$400 million aggregate principal amount of 1.85% Notes due in 2030 (the "2030 Notes") and \$750 million aggregate principal amount of 2.80% Notes due in 2050 (the "2050 Notes" and, together with the 2030 Notes, the "Notes"). The 2030 Notes mature on June 15, 2030 and the 2050 Notes mature on June 15, 2050. We will pay interest on the Notes semi-annually in arrears on June 15 and December 15 of each year beginning on December 15, 2020. We may, at our option, redeem the Notes of any series in whole or in part at any time and from time to time at a redemption price equal to the greater of 100% of the principal amount of the notes to be redeemed or an applicable "make-whole" amount, plus accrued and unpaid interest to the date of redemption.

On June 16, 2020, we used the net proceeds from the offering plus cash on hand to redeem \$750 million of the outstanding \$1.25 billion in aggregate principal amount of our 2.50% Notes due in 2020, and \$400 million of the outstanding \$900 million in aggregate principal amount of our 3.35% Notes due in 2021 at their redemption price.

**Sale of Customer Receivables**

On occasion, our customers may seek deferred payment terms to purchase our products. In connection with these transactions, we may, at our customer's request, enter into arrangements for the non-recourse sale of customer receivables to unrelated third-party financial institutions. For accounting purposes, these transactions are not discounted and are treated as a sale of receivables as we have no continuing involvement. The sale proceeds from the financial institutions are reflected in our operating cash flows on the statement of cash flows. We sold customer receivables of \$121 million and \$267 million during the quarter and six months ended June 28, 2020 and \$96 million and \$200 million during the quarter and six months ended June 30, 2019. There were no gains or losses related to sales of these receivables.

**NOTE 11 – RECENT ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED**

In 2017, the United Kingdom's Financial Conduct Authority announced that after 2021 it would no longer compel banks to submit the rates required to calculate the London Interbank Offered Rate (LIBOR) and other interbank offered rates, which have been widely used as reference rates for various securities and financial contracts, including loans, debt and derivatives. This announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. Regulators in the U.S. and other jurisdictions have been working to replace these rates with alternative reference interest rates that are supported by transactions in liquid and observable markets, such as the Secured Overnight Financing Rate (SOFR). Currently, our credit facility and certain of our debt and derivative instruments reference LIBOR-based rates. The discontinuation of LIBOR will require these arrangements to be modified in order to replace LIBOR with an alternative reference interest rate, which could impact our future cost of funds. Our credit facility includes a provision for the determination of a successor LIBOR rate.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which temporarily simplifies the accounting for contract modifications, including hedging relationships, due to the transition from LIBOR and other interbank offered rates to alternative reference interest rates. For example, entities can elect not to remeasure the contracts at the modification date or reassess a previous accounting determination if certain conditions are met. Additionally, entities can elect to continue applying hedge accounting for hedging relationships affected by reference rate reform if certain conditions are met. The new standard was effective upon issuance and generally can be applied to applicable contract modifications through December 31, 2022. We are currently evaluating the impact of the transition from LIBOR to alternative reference interest rates, but do not expect a significant impact to our operating results, financial position or cash flows.

## 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 Corporation) as of June 28, 2020, the related consolidated statements of earnings, comprehensive income and equity for the quarters and six months ended June 28, 2020 and June 30, 2019 and consolidated statements of cash flows for the six months ended June 28, 2020 and June 30, 2019, 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 Corporation as of December 31, 2019, 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 February 7, 2020, 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, 2019, 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 Corporation's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation 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  
July 21, 2020

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

### 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. 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 six months ended June 28, 2020, 76% of our \$32 billion in net sales were from the U.S. Government, either as a prime contractor or as a subcontractor (including 66% from the Department of Defense (DoD)), 23% 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. Our main areas of focus are in defense, space, intelligence, homeland security and information technology, including cybersecurity.

### COVID-19

The global outbreak of the coronavirus disease 2019 (COVID-19) was declared a pandemic by the World Health Organization and a national emergency by the U.S. Government in March 2020 and has negatively affected the U.S. and global economies, disrupted global supply chains, resulted in significant travel and transport restrictions, including mandated closures and orders to "shelter-in-place" and quarantine restrictions, and created significant disruption of the financial markets. We have taken measures to protect the health and safety of our employees, work with our customers and suppliers to minimize disruptions and support our community in addressing the challenges posed by this ongoing global pandemic. The pandemic has presented unprecedented business challenges, and we have experienced impacts in each of our business areas related to COVID-19, primarily in increased coronavirus-related costs, delays in supplier deliveries, impacts of travel restrictions, access to some locations, and the impacts of remote work and adjusted work schedules.

Despite these challenges, Lockheed Martin and the U.S. Government's pro-active efforts, especially with regard to the supply chain, helped to partially mitigate the disruptions caused by COVID-19 on our operations in the second quarter. In addition, favorable contract award timing and strong performance more than offset the impacts of COVID-19 on our financial results in the first half of 2020. However, the ultimate impact of COVID-19 on our operations and financial performance in 2020 and future periods, including our ability to execute our programs in the expected timeframe, remains uncertain and will depend on future developments, including the duration and spread of the pandemic and related actions taken by the U.S. Government, state and local government officials, and international governments to prevent and manage disease spread, all of which are uncertain and cannot be predicted. 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 and our business are also difficult to predict. For additional risks to the corporation related to the COVID-19 pandemic, see "Part II, Item 1A. Risk Factors."

In accordance with the Department of Homeland Security's identification of the Defense Industrial Base as a critical infrastructure sector in March 2020, our U.S. production facilities have continued to operate in support of essential products and services required to meet national security commitments to the U.S. Government and the U.S. military. Although we are designated as a critical infrastructure workforce, operations have been adjusted in response to the pandemic, including, most significantly, a reduction in the F-35 production rate due primarily to supplier delays and a temporary schedule adjustment for the F-35 production workforce in Fort Worth, Texas, and additional production delays, facility closures, work slowdowns, or temporary stoppages could occur. In addition, other countries have different practices and policies that can affect our international operations and the operations of our suppliers and customers. For example, we had a brief pause in operations at the F-35 Final Assembly and Check Out (FACO) facilities in Japan and Italy in March in observance of such countries' COVID-19 policies. Additional closures could occur, and base closures, travel restrictions, and quarantine requirements both within and outside the U.S. have affected our business. In many cases facilities are not operating under full staffing as a result of COVID-19, which could have an indeterminate longer-term impact. Flight test operations and training are being impacted by travel restrictions as a result of COVID-19, which has delayed some deliveries to customers, although we have worked to mitigate these impacts. We also have some limited operations that are not designated as critical infrastructure and therefore have been mandated to close or operate at only minimum basic operations. However, these closures to date have not been material to our operating results or financial condition.

The U.S. Government has taken actions in response to COVID-19 to increase the progress payment rates in new and existing contracts and accelerate contract awards to provide cash flow and liquidity for companies in the Defense Industrial Base, including large prime contractors like Lockheed Martin and smaller suppliers. We continue to proactively monitor our supply chain and have implemented multiple actions to help mitigate the effects of COVID-19, including accelerating payments to suppliers within our global supply base as a result of the actions taken by the DoD in changing the progress payment policy. We plan to continue to accelerate payments to the supply chain for the remainder of the year in order to mitigate COVID-19 risks, prioritizing impacted suppliers and small businesses. As described in Item 1A, Risk Factors of our Annual Report on Form 10-K, we rely on other companies and the U.S. Government to provide materials, major components and products, and to perform a portion of the services that are provided to our customers under the terms of most of our contracts. Many of these suppliers also supply parts for commercial aviation businesses which have been more significantly impacted by the pandemic due to the impacts on these markets. Global supply chain disruption caused by the response to COVID-19 could impact our ability to perform on our contracts. We have identified a number of suppliers that have had potential delivery impacts due to COVID-19 and are working to manage those impacts. However, if we are not able to implement alternatives or other mitigations, deliveries and other milestones on affected programs could be adversely impacted.

Our work in production facilities and labs has continued, consistent with guidance from federal, state and local officials to minimize the spread of COVID-19. We have taken actions to equip employees with personal protective equipment, establish minimum staffing and social distancing policies, sanitize workspaces more frequently, adopt alternate work schedules and institute other measures aimed to sustain production and related services while minimizing the transmission of COVID-19. In addition, we have implemented a flexible teleworking policy for employees who can meet our customer commitments remotely, and a significant portion of our workforce is currently teleworking. Given the nature of the pandemic, it remains uncertain when and on what scale teleworking employees will return to work in person. We have not previously experienced such a significant portion of our workforce working remotely for a prolonged period, so its effects on our long-term operations are unknown.

Coronavirus-related costs for us and our suppliers could be significant and we are seeking reimbursement of coronavirus-related costs under our U.S. Government contracts through a combination of equitable adjustments to the contract price and reimbursement of the costs under Section 3610 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), which allows federal agencies to reimburse contractors at the minimum applicable contract billing rate for costs arising from certain paid leave, including sick leave, a contractor provides to keep its employees or subcontractors in a ready state, including to protect the life and safety of government and contractor personnel through September 30, 2020. Reimbursement of any costs under Section 3610 of the CARES Act increases sales, but is not expected to be at a profit or fee and so would have the effect of reducing our margins in future periods. These cost increases, including costs for employees whose jobs cannot be performed remotely, may not be fully recoverable under our contracts, particularly fixed-price contracts, or adequately covered by insurance. We also have no assurance that Congress will appropriate funds to cover the reimbursement of defense contractors authorized by the CARES Act, which could reduce funds available for other U.S. Government defense priorities. We also are deferring certain payroll taxes as provided for in the CARES Act, which has the effect of increasing our cash from operations in 2020, but reducing cash from operations in 2021 and 2022.

We continue to work with our customers, employees, suppliers and communities to address the impacts of COVID-19 and to take actions in an effort to mitigate adverse consequences.

## **2020 Financial Outlook**

We expect our 2020 net sales to increase in the high-single digit range from 2019 levels. The projected growth is driven by increased volume at all four business areas. Specifically, the increased growth is driven by the F-35 program at Aeronautics, increased production rate volume in the tactical and strike missiles and integrated air and missile defense businesses at MFC, Sikorsky volume at RMS, and Next Generation Overhead Persistent Infrared (Next Gen OPIR) and Hypersonics volume at Space. Total business segment operating profit margin in 2020 is expected to be approximately 10.9%; and cash from operations is expected to be greater than or equal to \$8.0 billion. We updated our 2020 outlook based on our year to date results and expectations for the remainder of 2020. Changes in circumstances may require us to revise our assumptions, which could materially change our current estimate of 2020 net sales, operating margin and cash flows.

Given our current position and expectations for the remainder of 2020, we are updating our 2020 guidance as described above to reflect the recent performance across all four business areas. However, the ultimate impact of COVID-19 on the corporation's financial outlook in 2020 and future periods remains uncertain. Our 2020 outlook assumes,

among other things, that our production facilities continue to operate and we do not experience significant work stoppages or closures, we are able to mitigate any supply chain disruptions and these do not worsen, and we are able to recover our costs under U.S. Government contracts and government funding priorities do not change. While these are our current assumptions for our 2020 outlook, they could change as described above. Risk related to these items are described below and under Item 1A, Risk Factors.

The following discussion is a supplement to and should be read in conjunction with the accompanying consolidated financial statements and notes thereto and with our Annual Report on Form 10-K for the year ended December 31, 2019 (2019 Form 10-K).

## **INDUSTRY CONSIDERATIONS**

### **U.S. Government Funding**

On February 10, 2020, the Administration submitted the fiscal year (FY) 2021 President's Budget, requesting \$1.34 trillion in total discretionary funding (a U.S. Government fiscal year starts on October 1 and ends on September 30). The FY 2021 budget requests \$672 billion for base discretionary national defense spending, the maximum permitted under the Bipartisan Budget Act of 2019 (BBA-19). The total national defense request is \$741 billion, which includes \$69 billion requested for Overseas Contingency Operations (OCO). OCO funding does not count toward discretionary spending caps.

The FY 2021 budget requests \$705 billion for the DoD, including \$636 billion for the base budget and \$69 billion for OCO. The DoD request is only \$800 million above the FY 2020 enacted level for both base national defense spending and OCO.

On March 27, 2020, the President signed the CARES Act, the bipartisan \$2 trillion economic relief package aimed at helping American workers and businesses impacted by the COVID-19 pandemic. The bill includes \$10.4 billion for DoD to fund COVID-19 response related expenses in defense health programs, operations, and the Defense Procurement Act fund. The funding is identified as emergency and is exempt from the discretionary spending limits of the Budget Control Act of 2011 (BCA).

See also the discussion of U.S. Government funding risks within "Item 1A. Risk Factors" included in our 2019 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 period, or period-to-period comparisons of sales and profits, may not be indicative of future operating results. The following discussions of comparative results among periods 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		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net sales	\$ 16,220	\$ 14,427	\$ 31,871	\$ 28,763
Cost of sales	(14,007)	(12,434)	(27,567)	(24,582)
Gross profit	2,213	1,993	4,304	4,181
Other (expense) income, net	(127)	15	(96)	110
Operating profit	2,086	2,008	4,208	4,291
Interest expense	(149)	(163)	(297)	(334)
Other non-operating income (expense), net	25	(162)	81	(329)
Earnings before income taxes	1,962	1,683	3,992	3,628
Income tax expense	(336)	(263)	(649)	(504)
Net earnings	\$ 1,626	\$ 1,420	\$ 3,343	\$ 3,124
Diluted earnings per common share	\$ 5.79	\$ 5.00	\$ 11.87	\$ 11.00

Certain amounts reported in other (expense) income, net, primarily 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		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Products	\$ 13,572	\$ 12,003	\$ 26,738	\$ 23,973
% of total net sales	83.7 %	83.2 %	83.9 %	83.3 %
Services	2,648	2,424	5,133	4,790
% of total net sales	16.3 %	16.8 %	16.1 %	16.7 %
Total net sales	\$ 16,220	\$ 14,427	\$ 31,871	\$ 28,763

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 increased \$1.6 billion, or 13%, during the quarter ended June 28, 2020 compared to the same period in 2019. The increase in product sales was primarily due to higher product sales of approximately \$735 million at Aeronautics, \$460 million at MFC and \$240 million at RMS. The increase in product sales at Aeronautics was primarily due to higher production volume for the F-35 program and classified contracts. The increase in product sales at MFC was primarily due to increased volume for integrated air and missile defense programs (primarily Patriot Advanced Capability-3 (PAC-3) and Terminal High Altitude Area Defense (THAAD)) and increased volume for tactical and strike missile programs (primarily Guided Multiple Launch Rocket System (GMLRS) and High-Mobility Artillery Rocket Systems (HIMARS)). The increase in product sales at RMS was primarily due to higher volume for Sikorsky helicopter programs (primarily on Seahawk production programs and VH-92A production contracts).

Product sales increased \$2.8 billion, or 12%, during the six months ended June 28, 2020 compared to the same period in 2019. The increase in product sales was primarily due to higher product sales of approximately \$1.4 billion at Aeronautics, \$820 million at MFC and \$390 million at Space. The increase in product sales at Aeronautics was primarily due to higher production volume for the F-35 program and higher volume on classified contracts. The increase in product sales at MFC was primarily due to increased volume for integrated air and missile defense programs (primarily THAAD and PAC-3; increased volume for tactical and strike missile programs (primarily GMLRS, hypersonic development programs and HIMARS). The increase in product sales at Space was primarily due to higher volume for strategic and missile defense programs (primarily hypersonic development programs) and for government satellite programs due to higher volume (primarily Next Gen OPIR).

#### Service Sales

Service sales increased \$224 million, or 9%, during the quarter ended June 28, 2020 compared to the same period in 2019. The increase in service sales was primarily due to an increase in service sales of about \$220 million at Aeronautics which were primarily due to higher sustainment volume for the F-35, F-22 and F-16 programs

Service sales increased \$343 million, or 7%, during the six months ended June 28, 2020 compared to the same period in 2019. The increase in service sales was primarily due to an increase in service sales of about \$345 million at Aeronautics which were primarily due to higher sustainment volume for the F-35, F-22 and F-16 programs.

#### Cost of Sales

Cost of sales, for both products and services, consist of materials, labor, subcontracting costs, 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		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Cost of sales – products	\$ (12,092)	\$ (10,674)	\$ (23,834)	\$ (21,299)
% of product sales	89.1 %	88.9 %	89.1 %	88.8 %
Cost of sales – services	(2,339)	(2,194)	(4,552)	(4,241)
% of service sales	88.3 %	90.5 %	88.7 %	88.5 %
Other unallocated, net	424	434	819	958
Total cost of sales	\$ (14,007)	\$ (12,434)	\$ (27,567)	\$ (24,582)

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 impacts of COVID-19; potential impacts to our programs, including the F-35 program, resulting from U.S. Government actions related to Turkey; and projected FAS pension income in 2020 as a result of completing the planned freeze of our salaried pension plans effective January 1, 2020, 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 (see “Other Matters” discussion below for further discussion).

#### Product Costs

Product costs increased \$1.4 billion, or 13%, during the quarter ended June 28, 2020 compared to the same period in 2019. The increase in product costs was primarily due to higher product costs of approximately \$620 million at Aeronautics, \$385 million at MFC and \$240 million at RMS. The increase in product costs at Aeronautics was primarily due to higher production volume for the F-35 program and classified contracts. The increase in product costs at MFC was primarily due to increased volume for integrated air and missile defense programs (primarily THAAD and PAC-3) and increased volume for tactical and strike missile programs (primarily HIMARS, GMLRS and hypersonic development programs). The increase in product costs at RMS was primarily attributable to higher volume for Sikorsky helicopter programs (primarily Seahawk production programs and VH-92A production contracts).

Product costs increased \$2.5 billion, or 12%, during the six months ended June 28, 2020 compared to the same period in 2019. The increase in product costs was primarily due to higher product costs of approximately \$1.2 billion at Aeronautics, \$745 million at MFC and \$440 million at Space. The increase in product costs at Aeronautics was primarily due to higher production volume for the F-35 program and classified contracts. The increase in product costs at MFC was primarily due to increased volume for integrated air and missile defense programs (primarily THAAD and PAC-3) and increased volume for tactical and strike missile programs (primarily GMLRS, hypersonic development programs and HIMARS). The increase in product costs at Space was primarily attributable to government satellite programs (primarily Next Gen OPIR) and higher volume for strategic and missile defense programs (primarily hypersonic development programs).

#### *Service Costs*

Service costs increased \$145 million, or 7%, during the quarter ended June 28, 2020 compared to the same period in 2019. The increase in service costs was primarily due to higher service costs of approximately \$185 million at Aeronautics which were primarily due to higher sustainment volume for the F-35, F-22 and F-16 programs.

Service costs increased \$311 million, or 7%, during the six months ended June 28, 2020 compared to the same period in 2019. The increase in service costs was primarily due to higher service costs of approximately \$310 million at Aeronautics which were primarily due to higher sustainment volume for the F-35, F-22 and F-16 programs.

#### *Other Unallocated, Net*

Other unallocated, net primarily includes the FAS/CAS operating adjustment (which represents the difference between cost accounting standards (CAS) pension cost recorded in our business segment's results of operations and the service cost component of FAS pension income (expense)), stock-based compensation 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 \$424 million and \$819 million during the quarter and six months ended June 28, 2020, compared to \$434 million and \$958 million during the quarter and six months ended June 30, 2019. Other unallocated, net during the quarter and six months ended June 28, 2020 was lower primarily due to a decrease in our FAS/CAS operating adjustment (see "Business Segment Results of Operations" discussion below for more detail).

#### **Other (Expense) Income, Net**

Other expense, net during the quarter and six months ended June 28, 2020, was \$127 million and \$96 million, compared to other income, net of \$15 million and \$110 million during the quarter and six months ended June 30, 2019. Other expense, net during the quarter and six months ended June 28, 2020 included a non-cash asset impairment charge of \$128 million (\$96 million, or \$0.34 per share, after tax) for our international equity method investee, AMMROC. Other income, net during the six months ended June 30, 2019, included a previously deferred gain of approximately \$51 million (\$38 million, or \$0.13 per share, after tax) related to properties sold in 2015 as a result of completing our remaining obligations.

As of June 28, 2020, we owned 40% of AMMROC, a joint venture located in the United Arab Emirates. We account for our investment in AMMROC using the equity method. AMMROC provides maintenance, repair and overhaul (MRO) and support services for fixed and rotary wing military aircraft in the South Asia, Middle East and North Africa (SAMENA) region. To date, substantially all of AMMROC's business was dependent on a single customer contract to provide performance based logistics (PBL) services that was in the process of being re-competed. In April 2020, the customer awarded the contract to a competitor. As a result of the loss of this customer contract, we performed a strategic review of AMMROC's business and evaluated various options for our investment. In July 2020, we executed an agreement to sell our investment in AMMROC to our joint venture partner for \$307 million. The transaction, which is subject to closing conditions, is expected to close in the third quarter of 2020 and the purchase price will be paid in cash installments through September 2021. Accordingly, we adjusted the carrying value of our investment from \$435 million to the expected selling price of \$307 million as of June 28, 2020, which resulted in the recognition of a noncash impairment charge of \$128 million (\$96 million, or \$0.34 per share, after tax) in our results of operations for the quarter ended June 28, 2020.

#### **Other Non-operating Income (Expense), Net**

Other non-operating income (expense), net primarily includes the non-service cost components of FAS pension and other postretirement benefit plan income (expense) (i.e., interest cost, expected return on plan assets, net actuarial gains or losses, and amortization of prior service cost or credits). During the quarter and six months ended June 28, 2020, other

non-operating income, net was \$25 million and \$81 million, compared to other non-operating expense, net of \$162 million and \$329 million during the quarter and six months ended June 30, 2019. The increase during the quarter and six months ended June 28, 2020 was primarily due to a reduction in non-service FAS pension expense for our qualified defined benefit pension plans.

### **Income Tax Expense**

Our effective income tax rate was 17.1% and 16.3% for the quarter and six months ended June 28, 2020, and 15.6% and 13.9% for the quarter and six months ended June 30, 2019. The higher rate for the quarter ended June 28, 2020 is primarily due to a decrease in tax deductions for foreign derived intangible income. The rates for all periods benefited from the research and development tax credit, tax deductions for foreign derived intangible income related to direct commercial sales, dividends paid to the corporation's defined contribution plans with an employee stock ownership plan feature, and tax deductions for employee equity awards.

The rates for all periods also benefited from additional tax deductions based on proposed tax regulations released on March 4, 2019, which clarified that foreign military sales qualify for foreign derived intangible income treatment. On July 9, 2020, the U.S. Treasury Department issued final tax regulations related to foreign derived intangible income. The final tax regulations confirm foreign military sales qualify for foreign derived intangible income treatment. We continue to assess the other effects of the final regulations.

On March 27, 2020, President Trump signed into law the CARES Act, which, along with earlier issued IRS guidance, provides for deferral of certain taxes. The CARES Act, among other things, also contains numerous other provisions which impact Lockheed Martin. The CARES Act and the projected annual financial impact of COVID-19 did not have a material impact on our effective tax rate for the quarter ended June 28, 2020.

Changes in U.S. federal or foreign tax laws and regulations, or their interpretation and application, including those with retroactive effect, including 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. 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 future changes in tax laws. In addition, we are regularly under audit or examination by tax authorities, including foreign tax authorities. 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.

### **Net Earnings**

We reported net earnings of \$1.6 billion (\$5.79 per share) and \$3.3 billion (\$11.87 per share) during the quarter and six months ended June 28, 2020, compared to \$1.4 billion (\$5.00 per share) and \$3.1 billion (\$11.00 per share) during the quarter and six months ended June 30, 2019. Both net earnings and earnings per share were affected by the factors mentioned above. Earnings per share also benefited from a net decrease of approximately 2.7 million shares outstanding from June 30, 2019 to June 28, 2020 as 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. 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 also excludes the FAS/CAS 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, environmental costs, stock-based compensation expense, retiree benefits, significant

severance actions, significant asset impairments, gains or losses from significant divestitures, 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” included in our Notes to Consolidated Financial Statements for a discussion related to certain factors that may impact the comparability of net sales and operating profit of our business segments.

Summary operating results for each of our business segments were as follows (in millions):

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Net sales</b>				
Aeronautics	\$ 6,503	\$ 5,550	\$ 12,872	\$ 11,134
Missiles and Fire Control	2,801	2,411	5,420	4,761
Rotary and Mission Systems	4,039	3,768	7,785	7,530
Space	2,877	2,698	5,794	5,338
Total net sales	\$ 16,220	\$ 14,427	\$ 31,871	\$ 28,763
<b>Operating profit</b>				
Aeronautics	\$ 739	\$ 592	\$ 1,411	\$ 1,177
Missiles and Fire Control	370	327	766	744
Rotary and Mission Systems	429	347	805	726
Space	252	288	533	622
Total business segment operating profit	1,790	1,554	3,515	3,269
<b>Unallocated items</b>				
FAS/CAS operating adjustment <sup>(a)</sup>	469	512	938	1,024
Stock-based compensation	(73)	(67)	(115)	(104)
Other, net <sup>(b)</sup>	(100)	9	(130)	102
Total unallocated items	296	454	693	1,022
Total consolidated operating profit	\$ 2,086	\$ 2,008	\$ 4,208	\$ 4,291

<sup>(a)</sup> The FAS/CAS operating adjustment represents the difference between the service cost component of financial accounting standards (FAS) pension income (expense) and total pension costs recoverable on U.S. Government contracts as determined in accordance with CAS.

<sup>(b)</sup> Other, net for the quarter and six months ended June 28, 2020 includes a non-cash impairment charge of \$128 million (\$96 million, or \$0.34 per share, after tax) recognized on our investment in the international equity method investee, Advanced Military Maintenance, Repair and Overhaul Center (AMMROC) that we entered into an agreement to sell in July 2020.

Our total net FAS/CAS pension adjustment for the quarters and six months ended June 28, 2020 and June 30, 2019, including the service and non-service cost components of FAS pension income (expense) for our qualified defined benefit pension plans, were as follows (in millions):

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
<b>Total FAS income (expense) and CAS costs</b>				
FAS pension income (expense)	\$ 29	\$ (273)	\$ 59	\$ (546)
Less: CAS pension cost	495	641	989	1,282
Net FAS/CAS pension adjustment	\$ 524	\$ 368	\$ 1,048	\$ 736
<b>Service and non-service cost reconciliation</b>				
FAS pension service cost	\$ (26)	\$ (129)	\$ (51)	\$ (258)
Less: CAS pension cost	495	641	989	1,282
FAS/CAS operating adjustment	469	512	938	1,024
Non-operating FAS pension income (expense)	55	(144)	110	(288)
Net FAS/CAS pension adjustment	\$ 524	\$ 368	\$ 1,048	\$ 736

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 cost in each of our business segment's net sales and cost of sales. Our consolidated financial statements must present FAS pension and other postretirement benefit plan expense calculated in accordance with FAS requirements under U.S. GAAP. The operating portion of the net FAS/CAS pension adjustment represents the difference between the service cost component of FAS pension income (expense) and total CAS pension cost. The non-service FAS pension income (expense) component is included in other non-operating income (expense), net 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 (expense), we have a favorable FAS/CAS operating adjustment.

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. Profit booking rates may increase during the performance of the contract if we successfully retire risks surrounding 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.

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.

In addition, 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 for which we recognize revenue over time using the percentage-of-completion cost-to-cost method to measure progress towards completion. Increases in the profit booking rates, typically referred to as risk retirements, 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. Increases or decreases in profit booking rates are recognized in the current period 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 charges, insurance recoveries and gains on sales of assets. Unfavorable items may include the adverse resolution of contractual matters; 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.

As previously disclosed in our 2019 Form 10-K, 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 accrued reserves. As of June 28, 2020, cumulative losses were approximately \$240 million on this program. We may continue to experience issues related to customer requirements and our performance under this contract and have to record additional charges. 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 operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we have a program, EADGE-T, to design, integrate, and install an air missile defense command, control, communications, computers - intelligence (C4I) system for an international customer that has experienced performance issues and for which we have periodically accrued reserves at our RMS business segment. As of June 28, 2020, cumulative losses remained at approximately \$260 million. We continue to monitor program requirements and our performance. At this time, we do not anticipate additional charges that would be material to our operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we have two commercial satellite programs at our Space business segment for which we have experienced performance issues related to the development and integration of a modernized LM 2100 satellite platform. These programs are for the delivery of three satellites in total, including two that launched in 2019 and one that launched in February 2020. We have periodically revised our estimated costs to complete these developmental commercial programs. As of June 28, 2020, cumulative losses remained at approximately \$410 million for these programs. We do not anticipate that additional losses, if any, would be material to our operating results or financial condition.

As previously disclosed in our 2019 Form 10-K, we are responsible for designing, developing and installing an

upgraded turret for the Warrior Capability Sustainment Program. In 2018, we revised our estimated costs to complete the program as a consequence of performance issues, and recorded charges at our MFC business segment. As of June 28, 2020, cumulative losses remained at approximately \$140 million on this program. We may continue to experience issues related to customer requirements and our performance under this contract and may have to record additional reserves. However, based on the losses already 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 operating results or financial condition.

Our consolidated net adjustments not related to volume, including net profit booking rate adjustments and other matters, increased segment operating profit by approximately \$480 million and \$945 million during the quarter and six months ended June 28, 2020 and \$420 million and \$985 million during the quarter and six months ended June 30, 2019.

## Aeronautics

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net sales	\$ 6,503	\$ 5,550	\$ 12,872	\$ 11,134
Operating profit	739	592	1,411	1,177
Operating margin	11.4 %	10.7 %	11.0 %	10.6 %

Aeronautics' net sales during the quarter ended June 28, 2020 increased \$953 million, or 17%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$700 million for the F-35 program due to increased volume on production, development, and sustainment contracts; and about \$125 million for higher volume on classified development contracts.

Aeronautics' operating profit during the quarter ended June 28, 2020 increased \$147 million, or 25%, compared to the same period in 2019. Operating profit increased approximately \$130 million for the F-35 program due to higher volume and risk retirements on production, sustainment, and development contracts. Adjustments not related to volume, including net profit booking rate adjustments, were \$75 million higher in the second quarter of 2020 compared to the same period in 2019.

Aeronautics' net sales during the six months ended June 28, 2020 increased \$1.7 billion, or 16%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$1.4 billion for the F-35 program due to increased volume on production, sustainment, and development contracts; and about \$195 million for higher volume on classified development contracts.

Aeronautics' operating profit during the six months ended June 28, 2020 increased \$234 million, or 20%, compared to the same period in 2019. Operating profit increased approximately \$210 million for the F-35 program due to higher volume and risk retirements on production, development, and sustainment contracts. Adjustments not related to volume, including net profit booking rate adjustments, were \$80 million higher during the six months ended June 28, 2020 compared to the same period in 2019.

We currently expect Aeronautics' 2020 net sales to increase in the high-single digit percentage range from 2019 levels driven by increased volume on the F-35 program. Operating profit is also expected to increase in the high-single digit percentage range above 2019 levels. Operating profit margin for 2020 is expected to be slightly higher than 2019 levels.

**Missiles and Fire Control**

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net sales	\$ 2,801	\$ 2,411	\$ 5,420	\$ 4,761
Operating profit	370	327	766	744
Operating margin	13.2 %	13.6 %	14.1 %	15.6 %

MFC's net sales during the quarter ended June 28, 2020 increased \$390 million, or 16%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$295 million for integrated air and missile defense programs due to increased volume (primarily Patriot Advanced Capability-3 (PAC-3) and Terminal High Altitude Area Defense (THAAD)); and about \$150 million for tactical and strike missile programs due to increased volume (primarily Guided Multiple Launch Rocket Systems (GMLRS) and High-Mobility Artillery Rocket Systems (HIMARS)). These increases were partially offset by a decrease of \$25 million as a result of lower volume on energy programs due to the divestiture of the Distributed Energy Solutions business in November 2019.

MFC's operating profit during the quarter end June 28, 2020 increased \$43 million, or 13%, compared to the same period in 2019. Operating profit increased approximately \$30 million for integrated air and missile defense programs due to increased volume on international contracts (primarily PAC-3 and THAAD); about \$20 million for tactical and strike missile programs due to higher risk retirements on classified programs; and about \$10 million for energy programs due to higher risk retirements. These increases were partially offset by a decrease of \$15 million for sensors and global sustainment programs due to lower risk retirements across the portfolio partially offset by net lower current period charges of \$10 million for performance matters on an international military program. Adjustments not related to volume, including net profit booking rate adjustments, during the quarter June 28, 2020 were comparable to the same period in 2019.

MFC's net sales during the six months ended June 28, 2020 increased \$659 million, or 14%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$420 million for integrated air and missile defense programs due to increased volume (primarily THAAD and PAC-3); and about \$325 million for tactical and strike missile programs due to increased volume (primarily GMLRS, hypersonic development programs and HIMARS). These increases were partially offset by a decrease of \$65 million as a result of lower volume on energy programs due to the divestiture of the Distributed Energy Solutions business in November 2019.

MFC's operating profit during the six months ended June 28, 2020 increased \$22 million, or 3%, compared to the same period in 2019. Operating profit increased approximately \$20 million for tactical and strike missile programs due to higher risk retirements on classified programs; and about \$20 million due to higher risk retirements on energy programs. These increases were partially offset by a decrease of \$25 million for integrated air and missile defense programs due to lower risk retirements on international contracts (primarily PAC-3 and THAAD). Adjustments not related to volume, including net profit booking rate adjustments, were \$30 million lower during the six months ended June 28, 2020 compared to the same period in 2019.

We continue to expect MFC's 2020 net sales to increase in the high-single digit to low-double digit percentage range in 2020 as compared to 2019 driven by higher volume in the tactical and strike missiles and air and missile defense businesses, partially offset by a decrease in sales as a result of the divestiture of our Distributed Energy Solutions business. Operating profit is expected to increase in the mid-to-high-single digit percentage range in 2020 as compared to 2019 driven by the increase in sales volume. Operating profit margin for 2020 is expected to be slightly lower than 2019 levels.

**Rotary and Mission Systems**

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net sales	\$ 4,039	\$ 3,768	\$ 7,785	\$ 7,530
Operating profit	429	347	805	726
Operating margin	10.6 %	9.2 %	10.3 %	9.6 %

RMS' net sales during the quarter ended June 28, 2020 increased \$271 million, or 7% compared to the same period in 2019. Net sales increased approximately \$240 million for Sikorsky helicopter programs due to higher volume primarily on Seahawk production programs and VH-92A production contracts.

RMS' operating profit during the quarter ended June 28, 2020 increased \$82 million, or 24% compared to the same period in 2019. Operating profit increased approximately \$80 million for training and logistics solutions (TLS) programs due to a \$60 million charge for an army sustainment program in 2019 not repeated in 2020 and \$45 million for Sikorsky helicopter programs due to higher volume and risk retirements on VH-92A production contracts. These increases were offset by a \$25 million decrease for integrated warfare systems and sensors (IWSS) programs due to lower risk retirements (primarily Radar Surveillance Systems and Aegis) and a \$15 million decrease for C6ISR (command, control, communications, computers, cyber, combat systems, intelligence, surveillance, and reconnaissance) programs due to lower risk retirements (primarily undersea combat systems programs). Adjustments not related to volume, including net profit booking rate adjustments, were \$35 million higher during the quarter ended June 28, 2020 compared to the same period during 2019.

RMS' net sales during the six months ended June 28, 2020 increased \$255 million, or 3% compared to the same period in 2019. Net sales increased approximately \$145 million for Sikorsky helicopter programs due to higher volume (primarily Seahawk production programs and VH-92A production contracts partially offset by lower volume on combat rescue helicopter and Black Hawk production programs) and \$85 million for C6ISR programs due to higher volume (primarily undersea combat systems programs).

RMS' operating profit during the six months ended June 28, 2020 increased \$79 million, or 11% compared to the same period in 2019. Operating profit increased approximately \$80 million for TLS programs due to \$70 million in charges for an army sustainment program in 2019 not repeated in 2020 and \$65 million for Sikorsky helicopter programs due to higher volume and risk retirements on VH-92A production contracts, and better cost performance and higher risk retirements on international military aircraft programs. These increases were offset by a \$45 million decrease for IWSS programs as lower risk retirements (primarily Radar Surveillance Systems and Aegis) and a \$15 million decrease for C6ISR programs due to lower risk retirements (primarily undersea combat systems programs). Adjustments not related to volume, including net profit booking rate adjustments, during the six months ended June 28, 2020 were comparable to the same period during 2019.

We continue to expect RMS' 2020 net sales to increase in the mid-single digit percentage range above 2019 levels driven primarily by Sikorsky. Operating profit is expected to increase in the high-single digit percentage range above 2019 levels driven by the increase in sales volume. Operating profit margin for 2020 is expected to be slightly higher than 2019 levels.

**Space**

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

	Quarters Ended		Six Months Ended	
	June 28, 2020	June 30, 2019	June 28, 2020	June 30, 2019
Net sales	\$ 2,877	\$ 2,698	\$ 5,794	\$ 5,338
Operating profit	252	288	533	622
Operating margin	8.8 %	10.7 %	9.2 %	11.7 %

Space's net sales during the quarter ended June 28, 2020 increased \$179 million, or 7%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$90 million for government satellite programs due to higher volume (primarily Next Generation Overhead Persistent Infrared (Next Gen OPIR)); and about \$85 million for strategic and missile defense programs due to higher volume (primarily hypersonic development programs).

Space's operating profit during the quarter ended June 28, 2020 decreased \$36 million, or 13%, compared to the same period in 2019. Operating profit decreased approximately \$35 million for government satellite programs due to lower risk retirements (primarily Advanced Extremely High Frequency (AEHF)). Adjustments not related to volume, including net profit booking rate adjustments, were \$45 million lower during the quarter ended June 28, 2020 compared to the same period in 2019.

Space's net sales during the six months ended June 28, 2020 increased \$456 million, or 9%, compared to the same period in 2019. The increase was primarily attributable to higher net sales of approximately \$265 million for strategic and missile defense programs due to higher volume (primarily hypersonic development programs); and about \$190 million for government satellite programs due to higher volume (primarily Next Gen OPIR).

Space's operating profit during the six months ended June 28, 2020 decreased \$89 million, or 14%, compared to the same period in 2019. Operating profit decreased approximately \$75 million for government satellite programs due to lower risk retirements (primarily AEHF); and about \$40 million due to lower equity earnings from the corporation's investment in United Launch Alliance (ULA). These decreases were partially offset by an increase of \$20 million for commercial satellite programs for charges recorded for performance matters in 2019 not repeated in 2020. Adjustments not related to volume, including net profit booking rate adjustments, were \$85 million lower during the six months ended June 28, 2020 compared to the same period in 2019.

Total equity earnings recognized by Space (primarily ULA) represented approximately \$10 million, or 4% and approximately \$40 million or 8% of Space's operating profit during the quarter and six months ended June 28, 2020, compared to approximately \$15 million, or 5% and \$80 million, or 13% during the quarter and six months ended June 30, 2019.

We currently expect Space's 2020 net sales to increase in the high-single digit percentage range from 2019 levels largely driven by Next Gen OPIR and Hypersonics. Operating profit in 2020 is expected to decrease in the mid-single digit percentage range as compared to 2019 driven by lower profit rate adjustments in government satellites largely driven by AEHF and lower equity earnings in 2020 compared to 2019. As a result, operating profit margin in 2020 is expected to decrease from 2019 levels.

## **FINANCIAL CONDITION**

### **Liquidity and Cash Flows**

As of June 28, 2020, we had a cash balance of \$2.9 billion and no borrowings outstanding under our \$2.5 billion revolving credit facility (the credit facility), which is also available for borrowings in the event of a lack of short-term commercial paper availability. To date, the effects of COVID-19 have not had a significant negative impact on our liquidity, cash flows or capital resources. Actions taken by the U.S. Government to increase the rate of progress payments had the effect of increasing our cash from operations, but we used all of this benefit to accelerate payments to our suppliers. The effects of COVID-19 has led to disruption and volatility in the global capital markets, which, depending on future developments, could impact our capital resources and liquidity in the future. The economic impacts of COVID-19 have also negatively affected the equity capital markets and our returns on our pension assets. As described in Item 1A, Risk Factors of our Annual Report on Form 10-K, changes in returns on plan assets may affect our plan funding, cash flows and stockholders' equity. Differences between the actual plan asset return and the expected long-term rate of return on plan assets (7.00% as of December 31, 2019) impact the measurement of the following year's Financial Accounting Standards (FAS) pension expense and pension funding requirements.

The CARES Act, along with earlier issued IRS guidance, provides a net deferral of payroll and estimated income tax payments from which we benefited by deferring cash outlays of \$560 million during the six months ended June 28, 2020. This will have the effect of increasing cash outlays for payroll taxes during 2021 and 2022. The April and June 2020 federal estimated income tax payments were extended to July 15, 2020; thus, the company deferred the estimated income tax amount of \$400 million from this quarter to the third quarter. The CARES Act, among other things, also contains numerous other provisions which may impact Lockheed Martin. We continue to refine the effect of the CARES Act and ongoing government guidance related to COVID-19 that may be issued.

We have a balanced cash deployment strategy to 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, including capital expenditures, independent research and development, and selective business acquisitions and investments; returned cash to stockholders through dividends and share repurchases; and actively managed our debt levels and maturities, interest rates, and pension obligations.

We have generated strong operating cash flows, which have been the primary source of funding for our operations, capital expenditures, debt service and repayments, dividends, share repurchases and postretirement benefit plan contributions. The total remaining authorization for future common share repurchases under our share repurchase program was \$1.8 billion as of June 28, 2020.

Currently, we expect our cash from operations will continue to be sufficient to support our operations and anticipated capital expenditures for the foreseeable future. We also have access to credit markets, if needed, for liquidity or general corporate purposes, and letters of credit to support customer advance payments and for other trade finance purposes such as guaranteeing our performance on particular contracts. See our "Capital Resources" section below for a discussion on financial resources available to us.

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

	<b>Six Months Ended</b>	
	<b>June 28, 2020</b>	<b>June 30, 2019</b>
Cash and cash equivalents at beginning of year	\$ 1,514	\$ 772
Operating activities		
Net earnings	3,343	3,124
Non-cash adjustments	851	618
Changes in working capital	(509)	(1,108)
Other, net	811	697
Net cash provided by operating activities	4,496	3,331
Net cash used for investing activities	(632)	(508)
Net cash used for financing activities	(2,523)	(2,428)
Net change in cash and cash equivalents	1,341	395
Cash and cash equivalents at end of period	\$ 2,855	\$ 1,167

#### *Operating Activities*

Net cash provided by operating activities increased \$1.2 billion during the six months ended June 28, 2020 compared to the same period in 2019. The increase was primarily due to a lower use of cash related to working capital, and the deferral of tax payments. The \$599 million improvement in cash flows related to working capital (defined as receivables, contract assets, and inventories less accounts payable and contract liabilities) was primarily attributable to liquidation of inventories (primarily classified programs at both Aeronautics and MFC), and timing of production and billing cycles affecting contract assets and contract liabilities (primarily the F-35 program). Earlier issued IRS guidance provides a deferral of April and June 2020 federal estimated income tax payments to July 15, 2020; thus, we deferred \$400 million of estimated income tax payments and made foreign tax payments of approximately \$45 million during the six months ended June 28, 2020 compared to cash tax payments of approximately \$474 million during the six months ended June 30, 2019.

In addition, net cash provided by operating activities for the six months ended June 28, 2020 included the receipt of approximately \$930 million of net accelerated progress payments due to the U.S. Government's increase in the progress payment rate from 80 percent to 90 percent, the deferral of \$400 million as discussed above, and the deferral of \$160 million for the employer portion of payroll taxes to 2021 and 2022 pursuant to the CARES Act. We used the accelerated progress payments from the U.S. Government plus cash on hand to accelerate \$1.3 billion of payments to our suppliers for the six months ended June 28, 2020.

### *Investing Activities*

Net cash used for investing activities increased \$124 million during the six months ended June 28, 2020 compared to the same period in 2019. Capital expenditures totaled \$636 million and \$533 million during the six months ended June 28, 2020 and June 30, 2019. The majority of our capital expenditures were 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 \$2.5 billion during the six months ended June 28, 2020, compared to \$2.4 billion during the same period in 2019. Net cash used for financing activities during the six months ended June 28, 2020 was primarily driven by dividend payments and share repurchases. During the six months ended June 30, 2019 we also made net repayments of \$600 million for commercial paper.

On May 20, 2020, we received net cash proceeds of \$1.1 billion from issuance of senior unsecured notes, consisting of \$400 million aggregate principal amount of 1.85% Notes due in 2030 and \$750 million aggregate principal amount of 2.80% Notes due in 2050. On June 16, 2020, we used the net proceeds from the offering plus cash on hand to redeem \$750 million of the outstanding \$1.25 billion in aggregate principal amount of our 2.50% Notes due in 2020 and \$400 million of the outstanding \$900 million in aggregate principal amount of our 3.35% Notes due in 2021, each at their redemption price.

During the six months ended June 28, 2020 and June 30, 2019, we paid dividends totaling \$1.4 billion (\$4.80 per share) and \$1.3 billion (\$4.40 per share). In addition, we repurchased 2.8 million shares of our common stock during the six months ended June 28, 2020 for \$1.0 billion, which includes the \$500 million paid in the first quarter of 2020 to repurchase 1.4 million shares pursuant to the accelerated share repurchase (ASR) agreement.

### **Capital Resources**

At June 28, 2020, we held cash and cash equivalents of \$2.9 billion that was generally available to fund ordinary business operations without significant legal, regulatory, or other restrictions.

At June 28, 2020, we also had a \$2.5 billion revolving credit facility with various banks that is available for general corporate purposes with an expiration date of August 24, 2024. The undrawn portion of the credit facility also serves as a backup facility for the issuance of commercial paper. The total amount outstanding at any point in time under the combination of our commercial paper program and the credit facility cannot exceed the amount of the credit facility. We may request and the banks may grant, at their discretion, an increase in the borrowing capacity under the credit facility of up to an additional \$500 million. There were no borrowings outstanding under the credit facility at June 28, 2020.

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 June 28, 2020 and December 31, 2019. We may, as conditions warrant, from time to time issue commercial paper backed by our credit facility to manage the timing of cash flows. However, as described under Item 1A, Risk Factors, depending on market conditions, commercial paper may not be available on favorable terms or at all.

Our outstanding debt, net of unamortized discounts and issuance costs was \$12.7 billion as of June 28, 2020 and mainly is in the form of publicly-issued notes that bear interest at fixed rates. The outstanding debt at June 28, 2020 is inclusive of the issuance of \$1.2 billion in aggregate principal amount of senior unsecured notes in May 2020 and the June 2020 redemption of \$750 million of the outstanding \$1.25 billion in aggregate principal amount of our 2.50% Notes due 2020 and \$400 million of the outstanding \$900 million in aggregate principal amount of our 3.35% Notes due 2021, as described in "Note 10 – Other" included in our Notes to Consolidated Financial Statements. As of June 28, 2020, we had \$500 million of borrowings scheduled to mature in November 2020 with the remainder of our debt due from 2021 to 2052. As of June 28, 2020, we were in compliance with all covenants contained in our debt and credit agreements. Other than the debt issuance and redemption, described in "Note 10 – Other" included in our Notes to Consolidated Financial Statements, there were no material changes during the quarter or six months ended June 28, 2020 to our contractual commitments as presented in "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our 2019 Form 10-K that were outside the ordinary course of our business.

On occasion, our customers may seek deferred payment terms to purchase our products. In connection with these transactions, we may, at our customer's request, enter into arrangements for the non-recourse sale of customer receivables to unrelated third-party financial institutions. For accounting purposes, these transactions are not discounted and are treated as a sale of receivables as we have no continuing involvement. The sale proceeds from the financial institutions are reflected in our operating cash flows on the statement of cash flows. We sold customer receivables of \$121 million and \$267 million during the quarter and six months ended June 28, 2020 and \$96 million and \$200 million during the quarter and six months ended June 30, 2019. There were no gains or losses related to sales of these receivables.

Our total equity was \$3.8 billion at June 28, 2020, an increase of \$615 million from December 31, 2019. The increase was primarily attributable to net earnings of \$3.3 billion and amortization of \$220 million in pension and other postretirement benefit plan expense. These increases were partially offset by dividends declared of \$2.0 billion and the repurchase of 2.8 million shares for \$1.0 billion, some of which were settled subsequent to the end of the second quarter.

## **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 five international customers; as well as expressions of interest from other countries.

During the first half of 2020, the F-35 program completed several milestones both domestically and internationally. The U.S. Government continued testing the aircraft, including ship trials, mission and weapons systems evaluations, and the F-35 fleet recently surpassed 290,000 flight hours. During the second quarter of 2020, the U.S. Government awarded the production of 84 F-35 Block Buy aircraft in addition to the 364 aircraft previously awarded. Since program inception, we have delivered 538 production F-35 aircraft, demonstrating the F-35 program's continued progress and longevity. The first 538 F-35 aircraft delivered to U.S. and international customers include 382 F-35A variants, 115 F-35B variants, and 41 F-35C variants. The full-rate production decision, also known formally as Milestone C, is expected to be delayed by the DoD until Initial Operational Test and Evaluation (IOT&E) activities are complete in the Naval Air Systems Command (NAVAIR)-led Joint Simulation Environment (JSE). The JSE is used to conduct simulated evaluations of the F-35 in a range of high-threat scenarios. The data will be utilized by the U.S. Government as part of their evaluation to transition the F-35 program from Low Rate Initial Production (LRIP) into full-rate production.

During the second quarter of 2020, we delivered 25 production aircraft to our U.S. and international partner countries, and we have 411 production aircraft in backlog, including orders from our international partner countries.

In response to COVID-19 F-35 supplier delays, in May 2020, in conjunction with the F-35 Joint Program Office, we tapered our production rate over a three-month period, temporarily adjusting the work schedules for the F-35 production workforce in Fort Worth, Texas. Delivery schedules are being adjusted accordingly and we currently expect to return to pre-COVID-19 production levels in the fall. At this time, we estimate production delays of approximately 18-24 aircraft, however, we will accelerate production when we return to pre-COVID-19 conditions. See the discussion in Business Overview - COVID-19 and Item 1A, Risk Factors.

On July 17, 2019, the U.S. Government suspended Turkey's participation in the F-35 program and initiated the

process to formally remove Turkey from the program as a result of Turkey accepting delivery of the Russian S-400 air and missile defense system. To date, the Administration has not imposed sanctions on Turkish entities involved in the S-400 procurement, although sanctions under the Countering America's Adversaries Through Sanctions Act (CAATSA) remain a risk. Additionally, sanctions could be imposed against Turkey as a result of future legislation. We are monitoring developments in Congress and the potential impacts of any sanctions and other actions regarding Turkey on the F-35 program and on our other programs involving Turkey. Depending on the scope and applicability of any sanctions or other actions, the impact could be material to our operations, operating results, financial position or cash flows. Turkey previously committed to purchase up to 100 F-35 aircraft, of which six have completed production.

Turkish suppliers also produce component parts for the F-35 program, many of which are single-sourced. To minimize the risks of disruption of our supply chain and ensure continuity of F-35 production, we have been working closely with the DoD and supporting activities to identify and engage alternate suppliers for the component parts produced by Turkish suppliers. We have made significant progress toward this end, but due to the procedure to qualify new parts and suppliers, this collaborative process between DoD and Lockheed Martin is ongoing. Earlier this year, the DoD publicly confirmed that Turkey would be permitted to provide certain components for the F-35 through 2022. While the transition timeline is an important first step, it is equally important that our replacement capacity is re-established so that production is not impacted. Efforts to date have significantly reduced our risk, but final resolution on a limited number of remaining components could affect F-35 deliveries, and any accelerated work stoppage would impact cost. International sales of the F-35 are negotiated between the U.S. Government and international governments and the process that formally removed Turkey from the F-35 program is a government-to-government matter. We will continue to follow official U.S. Government guidance as it relates to completed Turkish aircraft and the export and import of component parts from the Turkish supply chain.

The effects of potential U.S. Government sanctions on Turkey, and Turkey's removal from the F-35 program do not appear to be significant at this time. However, unforeseen actions could impact the timing of orders, disrupt the production of aircraft, delay delivery of aircraft, disrupt delivery of sustainment components produced in Turkey and impact funding on the F-35 program to include the result of any reprogramming of funds that may be necessary to mitigate the impact of alternate sources for component parts made in Turkey. While, in the case of the F-35 program, we expect that these costs ultimately would be recovered from the U.S. Government, the availability or timing of any recovery could adversely affect our cash flows and results of operations. For additional discussion, including the risk of sanctions on other programs involving sales to Turkey or work with Turkish industry, see Item 1A - Risk Factors of our 2019 Annual Report on Form 10-K.

Given the size and complexity of the F-35 program, we anticipate that there will be continual reviews related to aircraft performance, program schedule, cost, and requirements as part of the DoD, Congressional, and international partner countries' oversight and budgeting processes. Current program challenges include, but are not limited to, supplier and partner performance, software development, level of cost associated with life cycle operations and sustainment and warranties, receiving funding for production contracts on a timely basis, executing future flight tests, and findings resulting from testing and operating the aircraft.

## **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 2019 Annual Report on Form 10-K.

### *Goodwill and Intangible Assets*

The carrying value of our Sikorsky reporting unit included goodwill of \$2.7 billion, an indefinite-lived trademark intangible asset of \$887 million, and finite-lived customer program intangible assets of \$2.2 billion as of June 28, 2020. In the fourth quarter of 2019, we performed our annual impairment test for goodwill and indefinite-lived trademark intangible asset. We were not required to test the finite-lived program intangible asset because there were no indicators of a possible impairment. As of the date of our 2019 annual impairment test, we estimated that the fair value of our Sikorsky reporting unit exceeded its carrying value for goodwill by a margin of approximately 40% and the fair value of the intangible asset exceeded its carrying value by a margin of approximately 10%.

The fair values and carrying values of our goodwill and indefinite-lived trademark intangible asset at our Sikorsky business are closely aligned. Therefore, any business deterioration, contract cancellations or terminations, or changes in expected future orders could cause our sales, earnings and cash flows to decline below current projections and could cause goodwill and intangible assets to be impaired. Similarly, market factors utilized in the impairment analysis, including long-term growth rates and discount rates could negatively impact the fair value of our reporting units. As previously disclosed, based on our assessment of these circumstances, we have determined that goodwill and indefinite-lived trademark intangible assets at our Sikorsky business are at risk for impairment should there be deterioration of projected cash flows. While we do not currently anticipate any material impairments on our assets as a result of COVID-19, any business deterioration, contract cancellations or terminations, or market pressures could cause our sales, earnings and cash flows to decline below our current projections and could cause goodwill and intangibles to be impaired. See Item 1A, Risk Factors for a discussion of the potential impacts of COVID-19 on the fair value of our assets.

### **Recent Accounting Pronouncements**

See Note 1 – Basis of Presentation and “Note 11 – Recent Accounting Pronouncements Not Yet Adopted” included in our Notes to Consolidated Financial Statements for information related to new accounting standards.

### **ITEM 3. Quantitative and Qualitative Disclosures About Market Risk**

As disclosed in “Item 7A. Quantitative and Qualitative Disclosures About Market Risk” of our Annual Report on Form 10-K for the year ended December 31, 2019, 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 other exposures to market risk have not changed materially since December 31, 2019. 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 June 28, 2020. 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 June 28, 2020.

There were no changes in our internal control over financial reporting during the quarter ended June 28, 2020 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:

- the impact of the COVID-19 disease or future epidemics on our business, including the potential for facility closures or work stoppages, supply chain disruptions, program delays, our ability to recover our costs under contracts, changing government funding and acquisition priorities and payment policies and regulations; and potential impacts to the fair value of our assets;
- our reliance on contracts with the U.S. Government, which are conditioned upon the availability of funding and can be terminated by the U.S. Government for convenience, and our ability to negotiate favorable contract terms;
- budget uncertainty, affordability initiatives or the risk of future budget cuts;
- risks related to the development, production, sustainment, performance, schedule, cost and requirements of complex and technologically advanced programs including our largest, the F-35 program;
- planned production rates for significant programs; compliance with stringent performance and reliability standards; materials availability;
- the performance and financial viability of key suppliers, teammates, joint ventures, joint venture partners, subcontractors and customers;

- economic, industry, business and political conditions including their effects on governmental policy and government actions that disrupt our supply chain or prevent the sale or delivery of our products (such as delays in obtaining Congressional approvals for exports requiring Congressional notification and export license delays due to COVID-19);
- trade policies or sanctions (including potential Chinese sanctions on us or our suppliers, teammates or partners; Turkey's removal from the F-35 program and potential U.S. Government sanctions on Turkey and the Kingdom of Saudi Arabia);
- our success expanding into and doing business in adjacent markets and internationally and the differing risks posed by international sales;
- changes in foreign national priorities and foreign government budgets;
- the competitive environment for our products and services, including increased pricing pressures, aggressive pricing in the absence of cost realism evaluation criteria, competition from outside the aerospace and defense industry, and bid protests;
- the timing and customer acceptance of product deliveries;
- our ability to continue to innovate and develop new products and to attract and retain key personnel and transfer knowledge to new personnel; the impact of work stoppages or other labor disruptions;
- the impact of cyber or other security threats or other disruptions to our businesses;
- our ability to implement and continue, and the timing and impact of, capitalization changes such as share repurchases and dividend payments;
- our ability to recover costs under U.S. Government contracts and changes in contract mix;
- the accuracy of our estimates and projections;
- 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;
- the successful operation of joint ventures that we do not control and our ability to recover our investments;
- realizing the anticipated benefits of acquisitions or divestitures, joint ventures, teaming arrangements or internal reorganizations;
- our efforts to increase the efficiency of our operations and improve the affordability of our products and services;
- the risk of an impairment of our assets, including the potential impairment of goodwill, intangible assets and inventory recorded as a result of the acquisition of the Sikorsky business;
- the availability and adequacy of our insurance and indemnities;
- our ability to benefit fully from or adequately protect our intellectual property rights;
- the effect of changes in (or in the interpretation of) procurement and other regulations and policies affecting our industry, including federal rules prohibiting the use of certain Chinese telecommunications equipment, export of our products, cost allowability or recovery and potential changes to the U.S. Department of Defense's (DoD) acquisition regulations relating to progress payments and performance-based payments and a preference for fixed-price contracts; including a reversal or modification to the recent actions by DoD to increase the progress payment rate and accelerate cash to its prime and small suppliers in response to the COVID-19 impacts;
- the effect of changes in accounting, taxation, or export laws, regulations, and policies and their interpretation or application; 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, 2019 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](http://www.lockheedmartin.com/investor), or through the website maintained by the SEC at [www.sec.gov](http://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 its 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 or have property subject to litigation and other proceedings that arise in the ordinary course of our business, including matters arising under provisions relating to 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 corporation as a whole, notwithstanding that the unfavorable resolution of any matter may have a material effect on our net earnings in any particular interim reporting period. We cannot predict the outcome of legal or other proceedings with certainty. These matters include the proceedings summarized in “Note 7 – Legal Proceedings and Contingencies” included in our Notes to Consolidated Financial Statements and “Note 14 – Legal Proceedings, Commitments and Contingencies” in our Annual Report on Form 10-K for the year ended December 31, 2019 (2019 Form 10-K) filed with the U.S. Securities and Exchange Commission.

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. 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”, each in our 2019 Form 10-K, for a description of previously reported matters.

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.

### **ITEM 1A. Risk Factors**

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business to the extent practical under the circumstances, some level of risk and uncertainty will always be present. “Item 1A. Risk Factors” of our 2019 Form 10-K describes some of the risks and uncertainties associated with our business, including U.S. Government funding, as further described in the “Industry Considerations” section of “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of this Form 10-Q. These risks and uncertainties have the potential to materially affect our business, results of operations, financial condition, cash flows, projected results and future prospects. Except for the risk factors discussed below, we do not believe that there have been any material changes to the risk factors disclosed in our 2019 Form 10-K.

### **The effects of COVID-19 and other potential future public health crises, epidemics, pandemics or similar events on our business, operating results and cash flows are uncertain.**

The global outbreak of the coronavirus disease 2019 (COVID-19) was declared a pandemic by the World Health Organization and a national emergency by the U.S. Government in March 2020 and has negatively affected the U.S. and global economies, disrupted global supply chains, resulted in significant travel and transport restrictions, including mandated closures and orders to “shelter-in-place” and quarantine restrictions and created significant disruption of the financial markets. The pandemic has presented unprecedented business challenges, and we have experienced impacts in each of our business areas related to COVID-19, primarily in increased coronavirus-related costs, delays in supplier deliveries, impacts of travel restrictions, access to some locations, and the impacts of remote work and adjusted work

schedules. The extent of the impact of the COVID-19 pandemic on our operational and financial performance, including our ability to execute our programs in the expected timeframe, remains uncertain and will depend on future developments, including the duration and spread of the pandemic and related actions taken by the U.S. Government, state and local government officials, and international governments to prevent and manage disease spread, all of which are uncertain and cannot be predicted. 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 and our business are also difficult to predict.

In accordance with the Department of Homeland Security's identification of the Defense Industrial Base as a critical infrastructure sector in March 2020, our U.S. production facilities have continued to operate in support of essential products and services required to meet national security commitments to the U.S. Government and the U.S. military. Although we are designated as a critical infrastructure workforce, operations have been adjusted in response to the pandemic, including, most significantly, a reduction in the F-35 production rate due primarily to supplier delays and a temporary schedule adjustment for the F-35 production workforce in Fort Worth, Texas, and additional production delays, facility closures, work slowdowns, or temporary stoppages could occur. In addition, other countries have different practices and policies that can affect our international operations and the operations of our suppliers and customers. For example, we had a brief pause in operations at the F-35 Final Assembly and Check Out (FACO) facilities in Japan and Italy in March in observance of such countries' COVID-19 policies. Additional closures could occur, and base closures, travel restrictions and quarantine requirements both within and outside the U.S. have affected our business. In many cases facilities are not operating under full staffing as a result of COVID-19, which could have an indeterminate longer-term impact. Flight test operations and training are being impacted by travel restrictions as a result of COVID-19, which has delayed some deliveries to customers. We also have some limited operations that are not designated as critical infrastructure and therefore have been mandated to close or operate at only minimum basic operations.

The U.S. Government has taken actions in response to COVID-19 to increase the progress payment rates in new and existing contracts and accelerate contract awards to provide cash flow and liquidity for companies in the Defense Industrial Base, including large prime contractors like Lockheed Martin and smaller suppliers. We continue to proactively monitor our supply chain and have implemented multiple actions to help mitigate the effects of COVID-19, including accelerating payments to suppliers within our global supply base as a result of the actions taken by the DoD in changing the progress payment policy. We plan to continue to accelerate payments to the supply chain for the remainder of the year in order to mitigate COVID-19 risks, prioritizing impacted suppliers and small businesses. As described in Item 1A, Risk Factors of our Annual Report on Form 10-K, we rely on other companies and the U.S. Government to provide materials, major components and products, and to perform a portion of the services that are provided to our customers under the terms of most of our contracts. Many of these suppliers also supply parts for commercial aviation businesses which have been more significantly impacted by the pandemic due to the impacts on these markets. Global supply chain disruption caused by the response to COVID-19 could impact our ability to perform on our contracts. We have identified a number of suppliers that have had potential delivery impacts due to COVID-19 and are working to manage those impacts. However, if we are not able to implement alternatives or other mitigations, deliveries and other milestones on affected programs could be adversely impacted.

Delays in inspection, acceptance and payment by our customers, many of whom are teleworking, could also affect our sales and cash flows. This is particularly an issue with respect to classified work that is unable to be done remotely. Limitations on government operations can also impact regulatory approvals such as export licenses that are needed for international sales and deliveries. In addition, we could experience delays in new program starts or awards of future work as well as the uncertain impact of contract modifications to respond to the national emergency. Current limitations on travel to customers could impact international orders. We have been granted some travel exemptions to allow us to continue certain activities but we have no assurance that they will continue or additional restrictions will not be imposed. If significant portions of our workforce are unable to work effectively, including because of illness, quarantines, absenteeism, government actions, facility closures, travel restrictions or other restrictions due to COVID-19, our operations will be impacted. Additionally, we have not previously experienced such a significant portion of our workforce working remotely for a prolonged period, so its effects on our long-term operations are unknown. The impact of COVID-19 could worsen depending on the duration and spread of the COVID-19 outbreak or resurgences of COVID-19 infection in affected regions after they have begun to experience improvement.

Coronavirus-related costs for us and our suppliers could be significant and we are seeking reimbursement of coronavirus-related costs under our U.S. Government contracts through a combination of equitable adjustments to the contract price and reimbursement of the costs under Section 3610 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), which allows federal agencies to reimburse contractors at the minimum applicable contract billing rate

for costs arising from certain paid leave, including sick leave, a contractor provides to keep its employees or subcontractors in a ready state, including to protect the life and safety of government and contractor personnel through September 30, 2020. Reimbursement of any costs under Section 3610 of the CARES Act increases sales, but is not expected to be at a profit or fee and so would have the effect of reducing our margins in future periods. These cost increases, including costs for employees whose jobs cannot be performed remotely, may not be fully recoverable under our contracts, particularly fixed-price contracts, or adequately covered by insurance. We also have no assurance that Congress will appropriate funds to cover the reimbursement of defense contractors authorized by the CARES Act, which could reduce funds available for other U.S. government defense priorities.

The continued spread of COVID-19 has also led to disruption and volatility in the global capital markets, which depending on future developments could impact our capital resources and liquidity in the future. From time to time, we have used commercial paper backed by our revolving credit facility to manage the timing of cash flows. The commercial paper market was temporarily disrupted in March 2020 as a result of COVID-19, and while these markets are currently operating in a normal manner, depending on future market conditions and volatility, commercial paper may not be available on favorable terms or at all, or in the capacity desired. COVID-19 has also negatively affected the equity capital markets and our returns on our pension assets. As described in Item 1A, Risk Factors of our Annual Report on Form 10-K, changes in returns on plan assets may affect our plan funding, cash flows and stockholders' equity. We are also monitoring the impacts of COVID-19 on the fair value of our assets. While we do not currently anticipate any material impairments on our assets as a result of COVID-19, future changes in expectations for sales, earnings and cash flows related to intangible assets and goodwill below our current projections could cause these assets to be impaired. As disclosed in Item 1A, Risk Factors of our Annual Report on Form 10-K, the carrying value and fair value of our Sikorsky reporting unit are closely aligned and any business deterioration, contract cancellations or terminations, or market pressures could cause our sales, earnings and cash flows to decline below our current projections and could cause goodwill and intangibles to be impaired.

**Political issues and considerations, both in the U.S. and internationally, could have a significant effect on our business.**

Our international business is highly sensitive to changes in regulations (including tariffs, sanctions, embargoes, export and import controls and other trade restrictions), political environments or security risks that may affect our ability to conduct business outside of the U.S., including those regarding investment, procurement, taxation and repatriation of earnings.

On July 14, 2020, the People's Republic of China (China) announced it may impose sanctions against Lockheed Martin in response to a recent Congressional Notification of the potential Foreign Military Sale of Repair and Recertification Patriot Advanced Capability-3 (PAC-3) Missiles to Taiwan. Foreign military sales are government-to-government transactions and we work closely with the U.S. Government on any military sales to international customers. We will continue to follow official U.S. Government guidance as it relates to sales to Taiwan and do not see a material impact on Lockheed Martin sales at this time. China has not specified the nature of any such sanctions, but could seek to restrict our commercial sales or supply chain, including our supply of rare earth or other raw materials, and could also impose sanctions on our suppliers, teammates or partners. As further described in Item 1A, Risk Factors of our Annual Report on Form 10-K, we rely on other companies to provide materials, major components and products, and to perform a portion of the services that are provided to our customers, which involve risks, and some raw materials required for our products are largely controlled by a single country and, therefore, can be adversely affected by potential trade actions involving that country. The nature, timing and potential impact of any sanctions that may be imposed by China or any other related actions that may be taken cannot be determined at this time.

We continue to evaluate the potential effect of the United Kingdom's (UK) departure from the European Union (EU) (commonly referred to as Brexit) on our business operations and financial results. We anticipate that the most probable near-term effects are likely to reflect the pressure Brexit is placing on the UK government, which may influence the government's ability to make decisions on large complex programs of the type we perform. Brexit also may have adverse implications on the movement of products or sustainment activities between the UK and EU or may increase costs. Additionally, Brexit may impact the value of the pound sterling. If the pound sterling were to remain depressed against the U.S. dollar, this could negatively impact the ability of the UK government to afford our products and services. While we have operations in the UK and these operations have activity between the UK and the EU (e.g., sales, supply chain, or reliance on personnel), we currently do not anticipate that Brexit will have a material impact on our operations or our financial results. Additionally, our practice is to substantially hedge all of our currency exposure. Therefore, we do not have material currency exposure to the pound sterling or the euro.

International sales also may be affected by actions taken by the U.S. Government in the exercise of foreign policy, Congressional oversight or the financing of particular programs. For example, Congress may act to prevent or impose conditions upon the sale or delivery of our products, such as delays in obtaining Congressional approvals for exports requiring Congressional notification to the Kingdom of Saudi Arabia and Turkey and the suspension of sales of F-35 aircraft to Turkey and potential sanctions. In addition, discussions in Congress may result in sanctions on the Kingdom of Saudi Arabia. Our international business also may be impacted by changes in foreign national priorities, foreign government budgets, global economic conditions, and fluctuations in foreign currency exchange rates. Sales of military products are also affected by defense budgets and U.S. foreign policy, including trade restrictions and disputes, and there could be significant delays or other issues in reaching definitive agreements for announced programs and international customer priorities could change. Additionally, the timing of orders from our international customers can be less predictable than for our U.S. customers and may lead to fluctuations in the amount reported each year for our international sales.

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

There were no sales of unregistered equity securities during the quarter ended June 28, 2020.

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 June 28, 2020.

Period <sup>(a)</sup>	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(b)</sup>	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs <sup>(b)</sup>
				(in millions)
March 30, 2020 – April 26, 2020	192,843	\$ 366.44	192,843	\$ 1,976
April 26, 2020 – May 31, 2020 <sup>(c)</sup>	649,219	\$ 376.06	648,678	\$ 1,882
June 1, 2020 – June 28, 2020	298,460	\$ 374.65	298,460	\$ 1,770
Total <sup>(c)(d)</sup>	1,140,522	\$ 372.99	1,139,981	

<sup>(a)</sup> 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, April 26, 2020 was the last day of our April 2020 fiscal month.

<sup>(b)</sup> In October 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. The total remaining authorization for future common share repurchases under our share repurchase program was \$1.8 billion as of June 28, 2020. 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.

<sup>(c)</sup> During the first quarter of 2020, we entered into an accelerated share repurchase (ASR) agreement to repurchase \$500 million of our common stock through April 2020. Under the terms of the ASR agreement, in March 2020 we paid \$500 million and received an initial delivery of 1,041,884 shares of our common stock. Upon final settlement of the ASR agreement in April 2020, we received an additional 398,391 shares of our common stock for no additional consideration based on the average price paid per share of \$347.16, calculated with reference to the volume-weighted average price (VWAP) of our common stock over the term of the agreement, less a negotiated discount. See "Note 9 – Stockholders' Equity" included in our Notes to Consolidated Financial Statements. Average Price Paid Per Share above does not include ASR shares.

<sup>(d)</sup> During the quarter ended June 28, 2020, the total number of shares purchased included 541 shares that were transferred to us by employees in satisfaction of tax withholding obligations associated with the vesting of restricted 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**

Exhibit No.	Description
3.1	<a href="#">Bylaws of Lockheed Martin Corporation, as amended and restated effective April 8, 2020 (incorporated by reference to Exhibit 3.1 to Lockheed Martin Corporation's Current Report on Form 8-K filed with the SEC on April 9, 2020)</a>
10.1	<a href="#">Lockheed Martin Corporation 2020 Incentive Performance Award Plan (incorporated by reference to Exhibit 10.1 to Lockheed Martin Corporation's Current Report on Form 8-K filed with the SEC on April 23, 2020)</a>
10.2	<a href="#">Form of Restricted Stock Unit Award Agreement under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan</a>
10.3	<a href="#">Form of Performance Stock Unit Award Agreement (2020 - 2022 Performance Period) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan</a>
10.4	<a href="#">Form of Long Term Incentive Performance Award Agreement (2020 - 2022 Performance Period) under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan</a>
10.5	<a href="#">CEO New Hire Restricted Stock Unit Award Agreement under the Lockheed Martin Corporation 2020 Incentive Performance Award Plan</a>
10.6	<a href="#">Amendment No. 2 to Lockheed Martin Corporation Executive Severance Plan, as amended and restated effective December 1, 2016</a>
15	<a href="#">Acknowledgment of Independent Registered Public Accounting Firm</a>
31.1	<a href="#">Certification of James D. Taiclet pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification of Kenneth R. Possenriede pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32	<a href="#">Certification of James D. Taiclet and Kenneth R. Possenriede pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
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: July 21, 2020

By: /s/ Brian P. Colan

Brian P. Colan

Vice President and Controller

(Duly Authorized Officer and Chief Accounting Officer)

Award Date: July 27, 2020



**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 August 31, 2020. **Except as**

**described in Section 9, if you do not properly acknowledge your acceptance of this Award Agreement on or before August 31, 2020, 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 ("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 an amount equal to the cash 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 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 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 estate.

### 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 August 31, 2020, 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 July 27, 2023, 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 March 15 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 August 31, 2020, 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 or Layoff

If you retire or 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 retirement or layoff is after January 27, 2021, but before July 27, 2023, you will continue to vest in your RSUs and the DDEs as if you had remained employed by the Corporation

until July 27, 2023. The effective date of your retirement is the first day following the date you terminate services with the Corporation. 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 January 27, 2021, you will continue to vest in your RSUs and the DDEs as if you remained employed by the Corporation until July 27, 2023.

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 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 July 27, 2023, 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.

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 JULY 27, 2023**

Except where prohibited by law, if you resign or your employment otherwise terminates before July 27, 2023, 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 July 27, 2023, 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 January 27, 2021, but before July 27, 2023, 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 January 27, 2021), 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 August 31, 2020. 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 August 31, 2020, 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 August 31, 2020, 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 Compensation and Performance Management 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 August 31, 2020, 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 July 27, 2020, but you are promoted to Vice President (or above) prior to July 27, 2023, 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, or any other location outside the United States, in accordance with the EU-U.S. Privacy Shield. You can obtain further information about Privacy Shield in the Corporation's European Employee

Privacy Notice, which can currently be accessed through the Corporation's Cross Function Procedure CRX-017.

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 as follows:

- (a) the Plan is discretionary in nature and that 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 Turkey, that the offer of this Award 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 Turkey, or otherwise outside of the U.S.; and

(k) 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

#### **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 pension 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 her 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  
(RSU Grant)

This Post-Employment Conduct Agreement (this "PECA") attached as Exhibit A to the Award Agreement with an Award Date of July 27, 2020 (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"). 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 one-year period (or two-year period for Elected Officers) following the date of my termination of employment (the "Termination Date") with the Corporation, 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 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).

Section 1(a)(i) and (ii) shall not apply to residents of California.

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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 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 his or her 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 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).

(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 applicable law, and Proprietary Information within the meaning of CRX-015C (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) Notice under the Defend Trade Secrets Act – 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.

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 by final regulation issued by the Securities and Exchange Commission entitling the Corporation to recapture or clawback "Benefits and Proceeds" (as defined below).

(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, Human Resources, 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

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. 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, Human Resources of the Corporation.

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

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.

**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.**

## 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
Executive 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. Unexercised options prior to vesting are not counted toward meeting the guidelines.

#### Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units and the net shares resulting from any exercise of stock options 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: July 27, 2020



**PERFORMANCE STOCK UNIT AWARD AGREEMENT GRANTED  
UNDER THE LOCKHEED MARTIN CORPORATION  
2020 INCENTIVE PERFORMANCE AWARD PLAN FOR  
THE 2020 – 2022 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 August 31, 2020. **Except as described in Section 18, if you do not properly acknowledge your acceptance of this Award Agreement on or before August 31, 2020, 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 ("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 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.

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 her 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 A 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 payment equal to the cash dividends 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, 2020, until December 31, 2022.

1.3 Vesting Period. The "Vesting Period" under this Award Agreement is the period that runs from July 27, 2020, until the later of (i) February 27, 2023, or (ii) the date on which the Committee certifies in writing the Total Stockholder Return Performance Factor, the ROIC Performance Factor and the Cash Flow Performance Factor.

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 (or 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 Securities Exchange Act of 1934 ("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" as defined in Section 3.1 below.

(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 26, 2020, Committee resolution ("ROIC Target").

(c) The Committee will calculate the Cash Flow Performance Factor based on the Corporation's cumulative Cash Flow during the Performance Period as compared to the projected cumulative Cash Flow for the Performance Period as set forth in the February 26, 2020 Committee resolution ("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 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 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%  
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 Cash Flow Target. The Committee will adjust the ROIC Target and Cash Flow Target established as described in Section 2.1(b) and Section 2.1(c), respectively, to account for the impact of any acquisition or divestiture during the Performance Period with a transaction value in excess of \$1 billion at the time the transaction takes effect.

### **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 Average TSR (as defined in Section 3.2(a)) for the Performance Period to the Average TSR for such Period for each company in the "Peer Performance Group." The "Peer Performance Group" shall consist of the following companies (each a "Peer Company"): Howmet Aerospace Inc. (HWM) (successor to Arconic Inc. (ARNC)), The Boeing Company (BA), Booz Allen Hamilton Holding Corporation (BAH), CACI International Inc. (CACI), General Dynamics Corporation (GD), L3Harris Technologies (LHX), Honeywell International Inc. (HON), Huntington Ingalls Industries (HII), Leidos Holdings, Inc. (LDOS), Northrop Grumman Corporation (NOC), Science Applications International Corporation (SAIC), Textron Inc. (TXT), TransDigm Group Inc. (TDG), and Raytheon Technologies Corporation (RTX) (successor to United Technologies Corporation (UTC)). 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, 2021), 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, 2021), 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 Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR (i.e., ranking either above or below the Corporation) as of the last trading day of the last full month prior to 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' Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR as of the last trading day of the last full month prior to 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 Average 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, 2021), 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, 2021), 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 Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR (i.e., ranking either above or below the Corporation) as of the last trading day of the last full month prior to 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(a).

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 the Peer Performance Group Total Stockholder Return will be based on the equity security of the relevant company that is traded using the ticker symbol indicated above in parentheses after the Peer Company's name, or a successor ticker symbol determined as described in Section 3.1(c) or Section 3.1(d).

### 3.2. Calculation of Total Stockholder Return Performance Factor.

(a) Calculation of Average TSR. During the Performance Period, the Committee shall compute the Total Stockholder Return (as defined below and assuming the reinvestment of any cash dividends) for the Corporation and for each other company in the Peer Performance Group for 36 periods during the Performance Period where each period begins on January 1, 2020 (based on the closing price for the stock on December 31, 2019), and ends on the last day of each successive calendar month in the Performance Period on which the New York Stock Exchange is open for trading. Each such Total Stockholder Return shall be computed from data available to the public using the tool the Corporation has designated in its discretion for computing Total Stockholder Return. At the end of the Performance Period, the 36 Total Stockholder Return figures for each company for the Performance Period will be averaged to determine each company's average Total Stockholder Return ("Average TSR") for the Performance Period. Each company's Average TSR shall be ranked among the Average 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").

For purposes of this Award Agreement, "Total Stockholder Return" means with respect to the Corporation or other entities (if measured on a relative basis), the (i) change in the market price of its common stock (as quoted in the principal market on which it is traded as of the beginning and ending of the designated period) plus dividends and other distributions paid, divided by (ii) the beginning quoted market price, all of which is adjusted for any changes in equity structure, including but not limited to stock splits and stock dividends.

(b) Percentage Level of Target Award. Your Total Stockholder Return Performance Factor, expressed as a percentage, will be determined under this Section 3.2(b) (and Section 3.2(c) to the extent interpolation is necessary) based on the Percentile Ranking (as determined under Section 3.2(a)) of the Corporation's Average TSR for the Performance Period under the following chart:

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

(c) Total Stockholder Return Performance Factor Interpolation. If the Percentile Ranking as determined under Section 3.2(a) puts the Corporation over the listed Percentile Ranking for the applicable Band (other than Band One) in Section 3.2(b), your Total Stockholder Return Performance Factor under Section 3.2(b) shall be interpolated on a linear basis.

If the Corporation's Average TSR for the three-year Performance Period is negative, the maximum Total Stockholder Return Performance Factor shall not exceed 100%.

#### **Section 4. ROIC Performance Factor and 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 difference on the following table:

<u>ROIC Band</u>	<u>ROIC Performance Factor</u>
Target +≥ 160 basis points	200% (Maximum)
Target + 120 basis points	175%
Target + 80 basis points	150%
Target + 40 basis points	125%
Target	100%
Target – 10 basis points	75%
Target – 20 basis points	50%
Target – 30 basis points	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 February 27, 2020 ("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 ("Return"), 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 2020 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (i) above, if any, to the extent necessary to avoid double counting of tax impacts).

(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 2020 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 2020 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 Cash Flow Performance Factor. The Cash Flow Performance Factor will be determined by comparing the Corporation's cumulative Cash Flow during the Performance Period to the Cash Flow Target, and then identifying the Cash Flow Performance Factor based upon the factor associated with the change from the Cash Flow Target on the following table:

<u>Cash Flow Band</u>	<u>Cash Flow Performance Factor</u>
Target + ≥ \$2.0B	200% (Maximum)
Target + \$1.5B	175%
Target + \$1.0B	150%
Target + \$0.5B	125%
Target	100%
Target – \$0.2B	75%
Target - \$0.5B	50%
Target - \$0.7B	25% (Threshold)

(a) Cash Flow Definition. For purposes of this Award Agreement, "Cash Flow" means net cash flow from operations, adjusted to exclude the impact of: (i) the aggregate after tax difference between the amount forecasted in the Corporation's 2020 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 2020 Long Range Plan; and (iii) for any year in which Cash Flow would otherwise be affected by Tax Reform or 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 2020 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) Cash Flow Determination. Cash Flow shall be determined by the Committee based upon the comparable numbers reported on the Corporation'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 Corporation 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. Notwithstanding the foregoing, 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 2020 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 Cash Flow Metrics. If the change in ROIC or Cash Flow falls between two numbers listed in the applicable table in Section 4.1 or 4.2, the appropriate 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 falls short of the ROIC Target by more than 30 basis points and the Cash Flow Performance Factor will always be zero if the aggregate Cash Flow for the Performance Period falls short of the Cash Flow Target by more than \$0.7 billion.

4.4 For purposes of this Section 4, all references to the 2020 Long Range Plan shall be to the 2020 Long Range Plan as was in effect on February 26, 2020.

## **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 (each as defined in Section 5.1(c)), or

(ii) that the Corporation terminated your employment involuntarily after January 27, 2021, (except that, if you are an employee who has been identified by the Corporation as subject to Divestiture, "after January 27, 2021," 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. 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 this 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.

(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 January 27, 2021, 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 February 27, 2023.

(i) Except where prohibited by law, if you resign or your employment otherwise terminates before February 27, 2023, 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 February 27, 2023, 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.

(e) 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.

5.2. 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 earlier of the March 15 or 60 days following the last day of the Vesting Period (for taxpayers in Canada or as otherwise required by local country law, no later than December 31<sup>st</sup> following the last day of the Vesting Period).

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 2020 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 during 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, or any other location outside the United States, in accordance with the EU-U.S. Privacy Shield. You can obtain further information about Privacy Shield in the Corporation's European Employee Privacy Notice, which can currently be accessed through the Corporation's Cross Function Procedure CRX-017.

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 as follows:

- (a) the Plan is discretionary in nature and that 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 Turkey, that the offer of this Award 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 Turkey, or otherwise outside of the U.S.; and

(k) 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.

**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 or could be subject to Section 409A of the Code, as determined by the Senior Vice President, Human Resources, in consultation with the General Tax Counsel or his or her 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 ("Ownership Requirements") attached as Exhibit B to this Award Agreement 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 February 27, 2023, 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).

**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 Compensation and Performance Management 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 August 31, 2020. 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 August 31, 2020, 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 August 31, 2020, by going to the Stock Plan System at <http://www.stockplanconnect.com>.

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

Appendix A

Capitalized Terms

Average TSR	§ 3.2(a)
Award	1 <sup>st</sup> ¶
Award Date	Header
Cash Flow	§ 4.2(a)
Cash Flow Performance Factor	§ 4.2
Cash Flow Target	§ 2.1(c)
Cause	§ 8.3(a)
Change in Control	Plan
Code	Plan
Committee	2 <sup>nd</sup> ¶
Corporation	1 <sup>st</sup> ¶
Currency Exchange Risk	§ 16
DDE	§ 1.1(c)
Divestiture	§ 5.1(c)(ii)
Employee	Plan
Exchange Act	Plan
Fair Market Value	Plan
Good Reason	§ 8.3(b)
Insider	Plan
Maximum Award	§ 1.1(b)
Ownership Requirements	§ 14
Peer Performance Group	§ 3.1
Performance-Based Award	Plan
Percentile Ranking	§ 3.2(a)
Performance Period	§ 1.2
Personal Data	§ 10
Plan	1 <sup>st</sup> ¶
Post-Employment Conduct Agreement	4 <sup>th</sup> ¶
PSU	§ 1.1(a)
Retirement	§ 5.1(c)(iii)
Return	§ 4.1(a)
ROIC	§ 4.1(a)
ROIC Performance Factor	§ 4.1
ROIC Target	§ 2.1(b)
Share-Based Awards	Plan
Stock	Plan
Stock Plan System	2 <sup>nd</sup> ¶
Subsidiary	Plan
Target Award	1 <sup>st</sup> ¶; § 1.1(a)
Tax Reform	§ 4.1(a)
Total Disability	§ 5.1(c)(i)
Total Stockholder Return	§ 3.2(a)
Total Stockholder Return Performance Factor	§ 3.1; § 3.2
2020 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 July 27, 2020, (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"). 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 one-year period (or two-year period for Elected Officers) following the date of my termination of employment (the "Termination Date") with the Corporation, 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 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).

Section 1(a)(i) and (ii) shall not apply to residents of California.

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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 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 his or her 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 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).

(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 applicable law, and Proprietary Information within the meaning of CRX-015C (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) Notice under the Defend Trade Secrets Act – 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.

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 by final regulation issued by the Securities and Exchange Commission entitling the Corporation to recapture or clawback "Benefits and Proceeds" (as defined below).

(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, Human Resources, 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

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 SpA, Leidos Holdings, Inc. 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 President and Chief Executive Officer, the Management and Development Committee of the Corporation's Board of Directors;

(ii) with respect to an Elected Officer, the Corporation's President and Chief Executive Officer; or

(iii) with respect to all other employees, the Senior Vice President, Human Resources of the Corporation.

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

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.

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

## 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
Executive 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. Unexercised options prior to vesting are not counted toward meeting the guidelines.

#### Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units and the net shares resulting from any exercise of stock options 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: July 27, 2020



**LONG-TERM INCENTIVE PERFORMANCE AWARD AGREEMENT  
GRANTED UNDER THE LOCKHEED MARTIN CORPORATION  
2020 INCENTIVE PERFORMANCE AWARD PLAN FOR  
THE 2020 – 2022 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 August 31, 2020. **Except as described in Section 18, if you do not properly acknowledge your acceptance of this Award Agreement on or before August 31, 2020, 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 ("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.

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 A 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, 2020, until December 31, 2022.

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" as defined in Section 3.1 below.

(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 26, 2020, Committee resolution ("ROIC Target").

(c) The Committee will calculate the Cash Flow Performance Factor based on the Corporation's cumulative Cash Flow during the Performance Period as compared to the projected cumulative Cash Flow for the Performance Period as set forth in the February 26, 2020 Committee resolution ("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 Cash Flow Performance Factor by your Target Award. The Total Stockholder Return Performance Factor, the ROIC Performance Factor, and the 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%  
Cash Flow Performance Factor 25%

You must (except as specified in Section 5) remain employed by the Corporation through December 31, 2022, to receive your Potential Award.

2.2 Adjustment of ROIC Target and Cash Flow Target. The Committee will adjust the ROIC Target and Cash Flow Target established as described in Section 2.1(b) and Section 2.1(c), respectively, to account for the impact of any acquisition or divestiture during the Performance Period with a transaction value in excess of \$1 billion at the time the transaction takes effect.

## **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 Average TSR (as defined in Section 3.2(a)) for the Performance Period to the Average TSR for such Period for each company in the "Peer Performance Group." The "Peer Performance Group" shall consist of the following companies (each a "Peer Company"): Howmet Aerospace Inc. (HWM) (successor to Arconic Inc. (ARNC)), The Boeing Company (BA), Booz Allen Hamilton Holding Corporation (BAH), CACI International Inc. (CACI), General Dynamics Corporation (GD), L3Harris Technologies (LHX), Honeywell International Inc. (HON), Huntington Ingalls Industries (HII), Leidos Holdings, Inc. (LDOS), Northrop Grumman Corporation (NOC), Science Applications International Corporation (SAIC), Textron Inc. (TXT), TransDigm Group Inc. (TDG), and Raytheon Technologies Corporation (RTX) (successor to United Technologies Corporation (UTC)). 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, 2021), 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, 2021), 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 Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR (i.e., ranking either above or below the Corporation) as of the last trading day of the last full month prior to 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' Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR as of the last trading day of the last full month prior to 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 Average 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, 2021), 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, 2021), 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 Average TSR ranking will be fixed at its ranking relative to the Corporation's Average TSR (i.e., ranking either above or below the Corporation) as of the last trading day of the last full month prior to 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(a).

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 the Peer Performance Group Total Stockholder Return will be based on the equity security of the relevant company that is traded using the ticker symbol

indicated above in parentheses after the Peer Company's name, or a successor ticker symbol determined as described in Section 3.1(c) or Section 3.1(d).

### 3.2. Calculation of Total Stockholder Return Performance Factor.

(a) Calculation of Average TSR. During the Performance Period, the Committee shall compute the Total Stockholder Return (as defined below and assuming the reinvestment of any cash dividends) for the Corporation and for each other company in the Peer Performance Group for 36 periods during the Performance Period where each period begins on January 1, 2020 (based on the closing price for the stock on December 31, 2019), and ends on the last day of each successive calendar month in the Performance Period on which the New York Stock Exchange is open for trading. Each such Total Stockholder Return shall be computed from data available to the public using the tool the Corporation has designated in its discretion for computing Total Stockholder Return. At the end of the Performance Period, the 36 Total Stockholder Return figures for each company for the Performance Period will be averaged to determine each company's average Total Stockholder Return ("Average TSR") for the Performance Period. Each company's Average TSR shall be ranked among the Average 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").

For purposes of this Award Agreement, "Total Stockholder Return" means with respect to the Corporation or other entities (if measured on a relative basis), the (i) change in the market price of its common stock (as quoted in the principal market on which it is traded as of the beginning and ending of the designated period) plus dividends and other distributions paid, divided by (ii) the beginning quoted market price, all of which is adjusted for any changes in equity structure, including but not limited to stock splits and stock dividends.

(b) Percentage Level of Target Award. Your Total Stockholder Return Performance Factor, expressed as a percentage, will be determined under this Section 3.2(b) (and Section 3.2(c) to the extent interpolation is necessary) based on the Percentile Ranking (as determined under Section 3.2(a)) of the Corporation's Average TSR for the Performance Period under the following chart:

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

(c) Total Stockholder Return Performance Factor Interpolation. If the Percentile Ranking as determined under Section 3.2(a) puts the Corporation over the listed Percentile Ranking for the applicable Band (other than Band One) in Section 3.2(b), your

Total Stockholder Return Performance Factor under Section 3.2(b) shall be interpolated on a linear basis.

If the Corporation's Average TSR for the three-year Performance Period is negative, the maximum Total Stockholder Return Performance Factor shall not exceed 100%.

**Section 4. ROIC Performance Factor and 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 difference on the following table:

<u>ROIC Band</u>	<u>ROIC Performance Factor</u>
Target +≥ 160 basis points	200% (Maximum)
Target + 120 basis points	175%
Target + 80 basis points	150%
Target + 40 basis points	125%
Target	100%
Target – 10 basis points	75%
Target – 20 basis points	50%
Target – 30 basis points	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 February 27, 2020 ("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 ("Return"), 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 2020 Long Range Plan for the actual effective tax rate (and ignoring the adjustment under clause (i) above, if any, to the extent necessary to avoid double counting of tax impacts).

(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 2020 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 2020 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 Cash Flow Performance Factor. The Cash Flow Performance Factor will be determined by comparing the Corporation's cumulative Cash Flow during the Performance Period to the Cash Flow Target, and then identifying the Cash Flow Performance Factor based upon the factor associated with the change from the Cash Flow Target on the following table:

<u>Cash Flow Band</u>	<u>Cash Flow Performance Factor</u>
Target + ≥\$2.0B	200% (Maximum)
Target + \$1.5B	175%
Target + \$1.0B	150%
Target + \$0.5B	125%
Target	100%
Target – \$0.2B	75%
Target - \$0.5B	50%
Target - \$0.7B	25% (Threshold)

(a) Cash Flow Definition. For purposes of this Award Agreement, Cash Flow means net cash flow from operations, adjusted to exclude the impact of: (i) the aggregate after tax difference between the amount forecasted in the Corporation's 2020 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 2020 Long Range Plan; and (iii) for any year in which Cash Flow would otherwise be affected by Tax Reform or 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 2020 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) Cash Flow Determination. Cash Flow shall be determined by the Committee based upon the comparable numbers reported on the Corporation'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 Corporation 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. Notwithstanding the foregoing, 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 2020 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 Cash Flow Metrics. If the change in ROIC or Cash Flow falls between two numbers listed in the applicable table in Section 4.1 or 4.2, the appropriate 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 falls short of the ROIC Target by more than 30 basis points and the Cash Flow Performance Factor will always be zero if the aggregate Cash Flow for the Performance Period falls short of the Cash Flow Target by more than \$0.7 billion.

4.4 For purposes of this Section 4, all references to the 2020 Long Range Plan shall be to the 2020 Long Range Plan as was in effect on February 26, 2020.

## **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 Section 2.1, 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 (each as defined in Section 5.1(c)), or

(2) that the Corporation terminated your employment involuntarily after January 27, 2021, (except that, if you are an employee who has been

identified by the Corporation as subject to Divestiture, "after January 27, 2021," 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. 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 this 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.

(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 January 27, 2021, 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, 2023, 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 2020 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 or 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, or any

other location outside the United States, in accordance with the EU-U.S. Privacy Shield. You can obtain further information about Privacy Shield in the Corporation's European Employee Privacy Notice, which can currently be accessed through the Corporation's Cross Function Procedure CRX-017.

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 as follows:

- (a) the Plan is discretionary in nature and that 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 or could be subject to Section 409A of the Code, as determined by the Senior Vice President, Human Resources, in consultation with the General Tax Counsel or his or her 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 ("Ownership Requirements") attached as Exhibit B to this Award Agreement 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 December 31, 2022, 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).

**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 Compensation and Performance Management 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 August 31, 2020. 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 August 31, 2020, 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 August 31, 2020, by going to the Stock Plan System at <http://www.stockplanconnect.com>.

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

Appendix A

Capitalized Terms

Average TSR	§ 3.2(a)
Award	1 <sup>st</sup> ¶
Award Date	Header
Cash-Based Award	Plan
Cash Flow	§ 4.2(a)
Cash Flow Performance Factor	§ 4.2
Cash Flow Target	§ 2.1(c)
Cause	§ 8.2(a)
Change in Control	Plan
Code	Plan
Committee	2 <sup>nd</sup> ¶
Corporation	1 <sup>st</sup> ¶
Currency Exchange Risk	§ 16
Divestiture	§ 5.1(c)(2)
Employee	Plan
Exchange Act	Plan
Good Reason	§ 8.2(b)
Insider	Plan
Ownership Requirements	§ 14
Payable Portion	§ 5.2(a)
Peer Performance Group	§ 3.1
Percentile Ranking	§ 3.2(a)
Performance-Based Award	Plan
Performance Period	§ 1.2
Personal Data	§ 10
Plan	1 <sup>st</sup> ¶
Post-Employment Conduct Agreement	4 <sup>th</sup> ¶
Potential Award	§ 2.1(d)
Retirement	§ 5.1(c)(3)
Return	§ 4.1(a)
ROIC	§ 4.1(a)
ROIC Performance Factor	§ 4.1
ROIC Target	§ 2.1(b)
Stock Plan System	2 <sup>nd</sup> ¶
Subsidiary	Plan
Target Award	1 <sup>st</sup> ¶, § 1.1
Tax Reform	§ 4.1(a)
Total Disability	§ 5.1(c)(1)
Total Stockholder Return	§ 3.2(a)
Total Stockholder Return Performance Factor	§ 3.1; § 3.2
2020 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 July 27, 2020, (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"). 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 one-year (or two-year for Elected Officers) period following the date of my termination of employment (the "Termination Date") with the Corporation, 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 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).

Section 1(a)(i) and (ii) shall not apply to residents of California.

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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 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 his or her 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 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).

(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 applicable law, and Proprietary Information within the meaning of CRX-015C (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) Notice under the Defend Trade Secrets Act – 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.

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;

- (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 by final regulation issued by the Securities and Exchange Commission entitling the Corporation to recapture or clawback "Benefits and Proceeds" (as defined below).

(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, Human Resources, 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply

only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

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 SpA, Leidos Holdings, Inc. 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 President and Chief Executive Officer, the Management and Development Committee of the Corporation's Board of Directors;

(ii) with respect to an Elected Officer, the Corporation's President and Chief Executive Officer; or

(iii) with respect to all other employees, the Senior Vice President, Human Resources of the Corporation.

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

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.

**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.**

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
Executive 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. Unexercised options prior to vesting are not counted toward meeting the guidelines.

**Holding Period**

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units and the net shares resulting from any exercise of stock options 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: July 27, 2020

**RESTRICTED STOCK UNIT AWARD AGREEMENT (CEO NEW HIRE)  
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 Vesting 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 10, 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 August 31, 2020. **Except as**

**described in Section 10, if you do not properly acknowledge your acceptance of this Award Agreement on or before August 31, 2020, this Award will be forfeited.**

Assuming prompt and proper acknowledgement of your acceptance of this Award Agreement as described above and in Section 10, 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 10, Exhibit A ("Post-Employment Conduct Agreement") and Exhibit B ("Stock Ownership Requirements"), as amended from time to time, except where prohibited by law.

## **1. CONSIDERATION FOR AWARD**

The consideration for the RSUs is your continued service to the Corporation as an Employee through the second anniversary of the Award Date. If you do not continue to perform services for the Corporation as an Employee through the second anniversary of the Award Date, your Award will be forfeited in whole or in part, as set forth below under "VESTING AND FORFEITURE."

## **2. RIGHTS OF OWNERSHIP, RESTRICTIONS ON TRANSFER**

Until each Vesting Date, as set forth below under "VESTING AND FORFEITURE," your unvested RSUs will be subject to forfeiture. Until the Vesting Date of 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.

On each Vesting Date, subject to the forfeiture provisions set forth below, each RSU which has vested 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 applicable Vesting Date ("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 following the Vesting Date, and in no event later than the March 15 following such Vesting Date.

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 vested RSUs. 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 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 vested RSUs (and associated DDEs).

If any Tax withholding is required with respect to any Award (including with respect to associated DDEs) during the Vesting 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 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 Section 409A(a)(2)(B)(i) of the Code 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 a Vesting Date 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 on those shares prior to the Vesting Date, 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 estate.

### **3. VESTING AND FORFEITURE**

The vesting of the RSUs awarded under this Award Agreement along with the associated DDEs is subject to your acceptance of this Award Agreement as described in Section 10 by August 31, 2020, and your continuous employment with the Corporation from the Award Date in accordance with the following schedule:

Period of Your Continuous Service from the Award Date (each, a "Vesting Date")	Amount of RSUs that Becomes Vested on the Vesting Date
One Year, until July 27, 2021	7,689
Two Years, until July 27, 2022	7,180

All of your rights to the unvested RSUs and to receive Stock for your unvested RSUs and the associated DDEs will cease without further obligation on the part of the Corporation unless you personally accept this Award Agreement as provided below in Section 10 by August 31, 2020, and each tranche of unvested RSUs and the associated DDEs will be forfeited unless you continue to provide services to the Corporation as an Employee of the Corporation from the Award Date until the applicable Vesting Date (the "Vesting Period"), subject only to the specific exceptions provided below.

#### 4. DEATH AND DISABILITY

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

(a) you die while still employed by the Corporation; or

(b) 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.

Except as otherwise determined by the Corporation in its discretion in accordance with Section 10, in the event that you die and have not properly acknowledged acceptance of the Award prior to your death (or by August 31, 2020, 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.

#### 5. LAYOFF

If you are laid off by the Corporation, you will become immediately vested in the amount of RSUs specified in the following table as corresponding with the effective date of your layoff:

Effective Date of Layoff	Amount of RSUs that Becomes Vested
Prior to July 27, 2021	7,689
July 28, 2021 – July 27, 2022	7,180

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 as soon as practicable, but no later than sixty (60) days after the effective date of your layoff, and in no event later than the March 15 following the effective date of your layoff.

As a condition to the vesting of any RSUs (and associated DDEs) upon your layoff in accordance with this Section 5, 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.

## **6. RETIREMENT, RESIGNATION OR TERMINATION BEFORE A VESTING DATE**

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

Except where prohibited by law, if your employment terminates before a 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. The Committee will determine if your employment terminates due to misconduct.

## **7. DIVESTITURE**

In the event of a Divestiture (as defined below) of all or substantially all of a business operation of the Corporation prior to a Vesting Date 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 unvested 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 7 shall not apply.

If (i) such assumption, continuance or substitution of your unvested 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 unvested RSUs and the associated DDEs with respect to such fraction. The numerator of such fraction shall equal the total number of days in the period beginning on the later of the Award Date and the last Vesting Date before your employment as an Employee terminated due to the Divestiture and ending on the date your employment terminated due to Divestiture. The denominator of such fraction shall equal the total number of days in the period beginning on the later of the Award Date and last Vesting Date before your employment as an Employee terminated due to

the Divestiture and ending on the second anniversary of the Award Date. Fractional shares shall be rounded up to the next whole share.

(b) No Further Rights. The Committee shall have complete and absolute discretion to make the determinations called for under this Section 7, 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 prior to the second anniversary of the Award Date due to Divestiture but are eligible to receive a portion of your RSUs and associated DDEs as a result of this Section 7, 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 7, 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 any combination thereof.

## **8. CHANGE IN CONTROL DURING VESTING PERIOD**

In the event of a consummation of a Change in Control during the Vesting Period, the number of unvested 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 any unvested RSUs and associated DDEs vest in accordance with this Section 8 (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.

#### **9. 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.

#### **10. 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 August 31, 2020. 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 August 31, 2020, 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 August 31, 2020, 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 Compensation and Performance Management 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 August 31, 2020, this Award will be forfeited as noted above.

#### **11. POST-EMPLOYMENT COVENANTS**

Except where prohibited by law, by accepting this Award Agreement as described in Section 10, you agree to the terms of the Post-Employment Conduct Agreement contained in Exhibit A to this Award Agreement.

#### **12. STOCK OWNERSHIP REQUIREMENTS**

Except where prohibited by law, by accepting this Award Agreement through the procedure described in Section 10, 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.

#### **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; and
- (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.

#### **14. 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 her 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  
(RSU Grant)

This Post-Employment Conduct Agreement (this "PECA") attached as Exhibit A to the Award Agreement with an Award Date of July 27, 2020, (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"). 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 one-year period (or two-year period for Elected Officers) following the date of my termination of employment (the "Termination Date") with the Corporation, 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 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).

Section 1(a)(i) and (ii) shall not apply to residents of California.

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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 one-year (or two-year, for Elected Officers) period following employment with the Corporation 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 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 his or her 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 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).

(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 applicable law, and Proprietary Information within the meaning of CRX-015C (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) Notice under the Defend Trade Secrets Act – 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.

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 by final regulation issued by the Securities and Exchange Commission entitling the Corporation to recapture or clawback "Benefits and Proceeds" (as defined below).

(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, Human Resources, 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, 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

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 SpA, Leidos Holdings, Inc. 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 Chief Executive Officer and President, the Management Development and Compensation Committee of the Corporation's Board of Directors;
- (ii) with respect to any Elected Officer (other than the Chief Executive Officer and President), the Corporation's Chief Executive Officer; or

(iii) with respect to all other employees, the Senior Vice President, Human Resources of the Corporation.

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

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.

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.

## 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
Executive 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. Unexercised options prior to vesting are not counted toward meeting the guidelines.

#### Holding Period

Covered employees must retain net vested Restricted Stock Units and Performance Stock Units and the net shares resulting from any exercise of stock options 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.

**LOCKHEED MARTIN CORPORATION**  
**EXECUTIVE SEVERANCE PLAN**  
**(As Amended and Restated Effective December 1, 2016)**

**Amendment No. 2**

Lockheed Martin Corporation wishes to revise the Lockheed Martin Corporation Executive Severance Plan (the “Plan”) as follows, effective as of the date this amendment is executed.

1. Section 1(l) of the Plan is amended and restated in its entirety to read as follows:

**(l) Follow-on Benefits** – A payment equal to the cost to the Eligible Employee of continuing for one year his or her coverage under the Company’s medical, dental and vision plans under the plans and with the same level of coverage as elected by the Eligible Employee during open enrollment for the Plan Year in which the Executive Layoff Event occurs (but excluding flexible spending, health reimbursement, and health savings account plans). The amount will be equal to the cost charged Employees for coverage provided by the Company pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1987 (COBRA coverage).

2. Section 1(m) of the Plan is amended and restated in its entirety to read as follows:

**(m) Full Bonus Equivalent** – An amount equal to an Eligible Employee’s Annual Base Pay multiplied by the target level assigned to the Eligible Employee under the Lockheed Martin Corporation Amended and Restated 2006 Management Incentive Compensation Plan (Performance-Based) or any successor plan (“MICP”).

3. Section 1(q) of the Plan is amended and restated in its entirety to read as follows:

**(q) Prorated Bonus Equivalent** – With respect to an Eligible Employee who is a participant in the MICP, the Attorney Incentive Plan, or the Lockheed Martin Corporation Cyber Compensation Plan, or, with respect to Eligible Employees who are not Officers, other annual incentive plan that is designated by the Senior Vice President, Human Resources in his or her sole discretion, an amount equal to (i) an Eligible Employee's Base Pay multiplied by the target percentage assigned to the Eligible Employee under the applicable annual incentive plan, or, with respect to an Eligible Employee who is a participant in the Lockheed Martin Corporation Employee Annual Incentive Plan, or, with respect to Eligible Employees who are not Officers, other annual incentive plan that is designated by the Senior Vice President, Human Resources in his or her sole discretion, an amount equal to (ii) an Eligible Employee's Base Pay multiplied by the business area award percentage at 100 percent and the individual award percentage at the “achieved” rating under the applicable annual incentive plan and (iii) then multiplying the product obtained under (i) or (ii), as applicable, by the number of weeks in the Plan Year in which the Executive Layoff Event occurs for which the Eligible Employee was paid by the Company for at least one day. For the purposes of this Section 1(q), no week may be counted twice. For the avoidance of doubt, (I) no Eligible Employee who, at the time of the Executive Layoff Event, works for Lockheed Martin Investment Management

Company and is a participant in the Lockheed Martin Investment Management Company Incentive Compensation Plan (the "LMIMCO Plan") will receive a Prorated Bonus Equivalent under the Plan; rather, any bonus payable under the LMIMCO Plan will be governed by the terms of the LMIMCO Plan; and (II) no Eligible Employee who receives a Pro Rata Bonus Equivalent under the Plan will be eligible to receive any payment under the applicable annual incentive plan for the year in which the Executive Layoff Event Occurs.

4. The first sentence of Section 5(b) of the Plan is amended and restated in its entirety to read as follows:

The following Supplemental Severance Benefits are in addition to the Basic Severance Benefit and are available only to Eligible Employees who on or after a Termination of Employment as a result of an Executive Layoff Event execute (i) a valid and binding written release of the Company and its directors, officers and Employees of claims of any kind or nature in respect of the Employee's employment with the Company and any predecessor employer (and each of their affiliates) in the form supplied by the Company ("Release"); and do not revoke any such Release within any revocation period provided for in the Release, and, (ii) except where prohibited under applicable law, a Post-Employment Conduct Agreement substantially in the form attached to the Plan as Exhibit A.1 (for Officers) or A.2 (for Eligible Employees who are not Officers) and as amended to reflect specific jurisdictional or other requirements ("PECA"); provided, such executed Release and PECA are received by the Company no later than 45 days after they are provided to the Eligible Employee.

5. A new subsection (c) is added to Section 8 of the Plan, reading as follows:

(c) A suit for benefits under this Plan must be brought within 12 months after the date of a final decision on the claim in accordance with the applicable claims procedures.

6. Section 13 of the Plan is amended and restated in its entirety to read as follows:

**13. Governing Law.** Except to the extent preempted by Federal law, the Plan shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to its conflict of laws provisions. Any claim or action filed in connection with the Plan shall only be brought or filed in the United States District Court for the District of Maryland. Notwithstanding anything herein to the contrary, payments under this Award Agreement shall be made at a time and in a manner that satisfies the requirements of Internal Revenue Code Section 409A.

7. Exhibit A.1 of the Plan, Post-Employment Conduct Agreement for Elected Officers, and Exhibit A.2 of the Plan, Post-Employment Conduct Agreement for Non-Officers, are updated in their entirety in the forms attached hereto.

LOCKHEED MARTIN CORPORATION

By: /s/ Greg Karol  
Greg Karol  
Senior Vice President of Human Resources

Date: June 4, 2020

**Exhibit A.1**  
**Post-Employment Conduct Agreement for Elected Officers**

**[PECA will vary by state law and current legal and professional requirements at time of termination]**

**[Applicable provisions may be incorporated into the release of claims agreement in lieu of a separate PECA]**

This Post Employment Conduct Agreement dated \_\_\_\_\_ (this "PECA"), together with the Release of Claims being entered into contemporaneous with this PECA, is entered into in consideration of the payment ("Severance Payment") to be made to me under the Lockheed Martin Corporation Executive Severance Plan ("Severance Plan"). By signing below, I agree as follows:

1. Restrictions Following Termination of Employment.

(a) Covenant Not To Compete – **[NOT APPLICABLE IN CALIFORNIA]** Without the express written consent of the Chief Executive Officer of the Company (or the Committee with respect to the Chief Executive Officer of the Company), during the two-year period following the date of my termination of employment with the Company ("Termination Date"), I will not, directly or indirectly, be employed by, provide services to, or advise a "Restricted Company" (as defined in Section 6 below), 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 below) 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 Company (including but not limited to technical information or intellectual property, strategic plans, information relating to pricing offered to the Company by vendors or suppliers or to prices charged or pricing contemplated to be charged by the Company, information relating to employee performance, promotions or identification for promotion, or information relating to the Company's cost base) could be used to the disadvantage of the Company.

I acknowledge and agree that enforcement of this PECA pursuant to Sections 1(a)(i) and (ii) is necessary to protect, among other interests, the Company's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c).

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 Company in an attorney position and whose occupation during the two-year period following employment with the Company 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 Company in an attorney position, and whose occupation during the two-year period following employment with the Company includes practicing law.

(iii) Post-employment Activity As a Lawyer – I acknowledge that as counsel to the Company, I owe ethical and fiduciary obligations to the Company and that at least some of these obligations will continue even after my Termination Date with the Company. I agree that after my Termination Date I will comply fully with all applicable ethical and fiduciary obligations that I owe to the Company. 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 Company where the client's interests are materially adverse to the Company; or

(b) Disclose confidential information relating to my representation of the Company, including the disclosure of information that is to the disadvantage of the Company, except for information that is or becomes generally known.

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

(b) Non-Solicit – Without the express written consent of the Chief Executive Officer of the Company (or the Committee with respect to the Chief Executive Officer of the Company), 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 Company and any customer, supplier, distributor or manufacturer of or to the Company 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 Company with whom I worked or interacted within two years prior to the Termination Date to cease employment with the Company in order to perform work or services for any entity other than the Company. I acknowledge and agree that the enforcement of this PECA pursuant to Section 1(b)(i) is necessary to protect, among other interests, the Company's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c).

(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 Company committing to hold confidential the “Confidential or Proprietary Information” (as defined below) of the Company 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 Company or others to which I had access or that I was responsible for creating or overseeing during my employment with the Company. 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 Company’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 Company 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 Company shall be and remain the property of the Company. For purposes of this PECA, “Confidential or Proprietary Information” means trade secrets, as defined by applicable law, and Proprietary Information within the meaning of CRX-015C (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 developmental 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 Company 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 Company in any pending or future litigation (including alternative dispute resolution proceedings) or investigations in which the Company 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 Company, 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) Notice under the Defend Trade Secrets Act – 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 Company for reporting a suspected violation of law, I may disclose the Company'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.

2. Consideration and Release of Claims. I acknowledge and agree that the Severance Payment being made to me is in addition to the payments or benefits that otherwise are or would be owed to me by the Company and that the Severance Benefit being provided to me is in consideration for my entering into this PECA and the Release of Claims attached to 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 payments being made to me. I further acknowledge and agree that as a result of the high level executive and management positions I have held within the Company and the access to and extensive knowledge of the Company's Confidential or Proprietary Information, employees, suppliers and customers, these restrictions are reasonably required for the protection of the Company's legitimate business interests, including, but not limited to, the Company'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 Company, to repay the Severance Payment to the Company in the event any of the following occur:

- (i) I breach any of the covenants in Section 1;
- (ii) The Company 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 Company, contributed to the Company having to restate all or a portion of its financial statements filed for any period with the Securities and Exchange Commission;
- (iii) The Company 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 Company) contributed to another person's fraud, bribery or other illegal act, which in any such case adversely affected the Company's financial position or reputation;
- (iv) The Company determines that my intentional misconduct or gross negligence caused severe reputational or financial harm to the Company;
- (v) The Company 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 Company or (B) used the misappropriated Confidential or Proprietary Information in a manner that caused severe reputational or financial harm to the Company; or
- (vi) Under such other circumstances specified by final regulation issued by the Securities and Exchange Commission entitling the Company to recapture or clawback the Severance Payment.

(b) The remedy provided in Section 3(a) shall not be the exclusive remedy available to the Company for any of the conduct described in Section 3(a) and shall not limit the Company from seeking damages or injunctive relief. For purposes of Section 3(a), a determination by the Company means a determination by the Management Development and Compensation Committee of the Board of Directors of the Company.

4. Injunctive Relief. I acknowledge that the Company's remedies at law may be inadequate to protect the Company 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 Company at law or in equity (including but not limited to, an action under Section 3(a), the Company 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

6. Definitions. Capitalized terms not defined in this PECA have the meaning given to them in the Severance 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, the Raytheon Technologies Corporation, Honeywell International Inc., BAE Systems Inc., L3Harris Technologies, Inc., Thales, Airbus Group, Inc., Textron, Inc., Leonardo SpA, Leidos Holdings, Inc., 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, and (iii), if the box at the beginning of this Section 6(a) is checked, any entity or business identified in Addendum A to this PECA.

(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 Company 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 Company 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 Company 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 Company 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 Company for which I had access (or was required or permitted such access in the performance of my duties or responsibilities with the

Company) to Confidential or Proprietary Information of the Company at any time during the two-year period ending on the Termination Date.

7. Miscellaneous

(a) The Severance Plan, this PECA with the attached Release of Claims constitute the entire agreement governing the terms of the Severance Payment and supersede all other prior agreements and understandings, both written and oral, between me and the Company or any employee, officer or director of the Company concerning payments on account of my termination of employment.

(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 Company's successors and assigns and may be assigned by the Company without my consent.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Title)**

**FOR LOCKHEED MARTIN CORPORATION:**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

**NOTE: HRBP must scan and upload the executed PECA (and Addendum A, if applicable) to the Executive Action System in order for payments to be processed.**

**If Addendum A is applicable, be sure to check the box at the beginning of Section 6(a) of the PECA and have Legal review Addendum A.**

**Addendum A**

**Additional “Restricted Companies” For Purposes of Section 6(a) of the PECA**

<b>Entity Name</b>	<b>Description of the Competitive Business</b>

**Exhibit A.2**  
**Post-Employment Conduct Agreement for Non-Officers**

**[PECA will vary by state law and current legal and professional requirements at time of termination]**

**[Applicable provisions may be incorporated into the release of claims agreement in lieu of a separate PECA]**

This Post Employment Conduct Agreement dated \_\_\_\_\_ (this "PECA"), together with the Release of Claims being entered into contemporaneous with this PECA, is entered into in consideration of the payment ("Severance Payment") to be made to me under the Lockheed Martin Corporation Executive Severance Plan ("Severance Plan"). By signing below, I agree as follows:

1. Restrictions Following Termination of Employment.

(a) Covenant Not To Compete – **[NOT APPLICABLE IN CALIFORNIA]** Without the express written consent of the Senior Vice President, Human Resources of the Company, during the one-year period following the date of my termination of employment with the Company ("Termination Date"), I will not, directly or indirectly, be employed by, provide services to, or advise a "Restricted Company" (as defined in Section 6 below), 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 below) 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 Company (including but not limited to technical information or intellectual property, strategic plans, information relating to pricing offered to the Company by vendors or suppliers or to prices charged or pricing contemplated to be charged by the Company, information relating to employee performance, promotions or identification for promotion, or information relating to the Company's cost base) could be used to the disadvantage of the Company.

I acknowledge and agree that enforcement of this PECA pursuant to Sections 1(a)(i) and (ii) is necessary to protect, among other interests, the Company's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c).

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

Company in an attorney position and whose occupation during the one-year period following employment with the Company 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 Company in an attorney position, and whose occupation during the one-year period following employment with the Company includes practicing law.

(iii) Post-employment Activity As a Lawyer – I acknowledge that as counsel to the Company, I owe ethical and fiduciary obligations to the Company and that at least some of these obligations will continue even after my Termination Date with the Company. I agree that after my Termination Date I will comply fully with all applicable ethical and fiduciary obligations that I owe to the Company. 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 Company where the client's interests are materially adverse to the Company; or
- b. Disclose confidential information relating to my representation of the Company, including the disclosure of information that is to the disadvantage of the Company, except for information that is or becomes generally known.

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

(b) Non-Solicit – Without the express written consent of the Senior Vice President, Human Resources of the Company, 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 Company and any customer, supplier, distributor or manufacturer of or to the Company 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 Company with whom I worked or interacted within two years prior to the Termination Date to cease employment with the Company in order to perform work or services for any entity other than the Company. I acknowledge and agree that the enforcement of this PECA pursuant to Section 1(b)(i) is necessary to protect, among other interests, the Company's trade secrets and other Confidential or Proprietary Information, as defined by Section 1(c).

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 Company committing to hold confidential the “Confidential or Proprietary Information” (as defined below) of the Company 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 Company or others to which I had access or that I was responsible for creating or overseeing during my employment with the Company. 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 Company’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 Company 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 Company shall be and remain the property of the Company. For purposes of this PECA, “Confidential or Proprietary Information” means trade secrets, as defined by applicable law, and Proprietary Information within the meaning of CRX-015C (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 Company 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 Company in any pending or future litigation (including alternative dispute resolution proceedings) or investigations in which the Company 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 Company, 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. Notice under the Defend Trade Secrets Act – 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 Company for reporting a suspected violation of law, I may disclose the Company'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.

2. Consideration and Release of Claims. I acknowledge and agree that the Severance Payment being made to me is in addition to the payments or benefits that otherwise are or would be owed to me by the Company and that the Severance Benefit being provided to me is in consideration for my entering into this PECA and the Release of Claims attached to 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 payments being

made to me. I further acknowledge and agree that as a result of the high level executive and management positions I have held within the Company and the access to and extensive knowledge of the Company's Confidential or Proprietary Information, employees, suppliers and customers, these restrictions are reasonably required for the protection of the Company's legitimate business interests, including, but not limited to, the Company'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 Company, to repay the Severance Payment to the Company in the event any of the following occur:

- (i) I breach any of the covenants in Section 1;
- (ii) The Company 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 Company, contributed to the Company having to restate all or a portion of its financial statements filed for any period with the Securities and Exchange Commission;
- (iii) The Company 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 Company) contributed to another person's fraud, bribery or other illegal act, which in any such case adversely affected the Company's financial position or reputation;
- (iv) The Company determines that my intentional misconduct or gross negligence caused severe reputational or financial harm to the Company;
- (v) The Company 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 Company or (B) used the misappropriated Confidential or Proprietary Information in a manner that caused severe reputational or financial harm to the Company; or
- (vi) Under such other circumstances specified by final regulation issued by the Securities and Exchange

Commission entitling the Company to recapture or clawback the Severance Payment.

(b) The remedy provided in Section 3(a) shall not be the exclusive remedy available to the Company for any of the conduct described in Section 3(a) and shall not limit the Company from seeking damages or injunctive relief. For purposes of Section 3(a), a determination by the Company means a determination by a review committee consisting of the Senior Vice President, Human Resources, the Senior Vice President, Ethics and Enterprise Assurance, and the Senior Vice President, General Counsel and Corporate Secretary (the "Review Committee").

4. Injunctive Relief. I acknowledge that the Company's remedies at law may be inadequate to protect the Company 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 Company at law or in equity (including but not limited to, an action under Section 3(a), the Company 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. Accordingly, if any particular provision of this PECA is adjudicated to be invalid or unenforceable, this PECA shall be deemed amended to delete the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

6. Definitions. Capitalized terms not defined in this PECA have the meaning given to them in the Severance 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, the Raytheon Technologies Corporation, Honeywell International Inc., BAE Systems Inc., L3Harris Technologies, Inc., Thales, Airbus Group, Inc., Textron, Inc., Leonardo SpA, Leidos Holdings, Inc., 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, and (iii), if the box at the beginning of this paragraph is checked, any entity or business identified in Addendum A to this PECA.

(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 Company 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 Company 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 Company 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 Company 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 Company for which I had access (or was required or permitted such access in the performance of my duties or responsibilities with the Company) to Confidential or Proprietary Information of the Company at any time during the two-year period ending on the Termination Date.

7. Miscellaneous

(a) The Severance Plan, this PECA with the attached Release of Claims constitute the entire agreement governing the terms of the Severance Payment and supersede all other prior agreements and understandings, both written and oral, between me and the Company or any employee, officer or director of the Company concerning payments on account of my termination of employment.

(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 Company's successors and assigns and may be assigned by the Company without my consent.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Title)**

**FOR LOCKHEED MARTIN CORPORATION:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTE: HRBP must scan and upload the executed PECA (and Addendum A, if applicable) to the Executive Action System in order for payments to be processed.**

**If Addendum A is applicable, be sure to check the box at the beginning of Section 6(a) of the PECA and have Legal review Addendum A.**  
**Addendum A**

**Additional "Restricted Companies" For Purposes of Section 6(a) of the PECA**

Entity Name	Description of the Competitive Business

**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 July 21, 2020, relating to the unaudited consolidated interim financial statements of Lockheed Martin Corporation that is included in its Form 10-Q for the quarter ended June 28, 2020, in the following Registration Statements of Lockheed Martin Corporation:

- 33-63155 on Form S-8, dated October 3, 1995;
- 33-58083 on Form S-8 (Post-Effective Amendment No. 1), dated January 22, 1997;
- 333-20117 and 333-20139 on Form S-8, each dated January 22, 1997;
- 333-37069 on Form S-8, dated October 2, 1997;
- 333-40997 on Form S-8, dated November 25, 1997;
- 333-58069 on Form S-8, dated June 30, 1998;
- 333-92197 on Form S-8, dated December 6, 1999;
- 333-92363 on Form S-8, dated December 8, 1999;
- 333-78279 on Form S-8 (Post-Effective Amendment No. 2), dated August 3, 2000;
- 333-56926 on Form S-8, dated March 12, 2001;
- 333-113769, 333-113770, 333-113771, 333-113772, and 333-113773 on Form S-8, each dated March 19, 2004;
- 333-115357 on Form S-8, dated May 10, 2004;
- 333-146963 on Form S-8, dated October 26, 2007;
- 333-155684 on Form S-8, dated November 25, 2008 and August 23, 2011 (Post-Effective Amendment No. 1);
- 333-155687 on Form S-8, dated November 25, 2008;
- 333-162716 on Form S-8, dated October 28, 2009;
- 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;
- 333-237834 on Form S-3, dated April 24, 2020; and
- 333-237836 on Form S-3, dated April 24, 2020.

/s/ Ernst & Young LLP

Tysons, Virginia  
July 21, 2020

**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

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James D. Taiclet

Chief Executive Officer

Date: July 21, 2020

**CERTIFICATION OF KENNETH R. POSSENRIEDE PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kenneth R. Possenriede, 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/ Kenneth R. Possenriede

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Kenneth R. Possenriede

Chief Financial Officer

Date: July 21, 2020

**CERTIFICATION OF JAMES D. TAICLET AND KENNETH R. POSSENRIEDE 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 quarter ended June 28, 2020, 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, Kenneth R. Possenriede, 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/ Kenneth R. Possenriede

Kenneth R. Possenriede  
Chief Financial Officer

Date: July 21, 2020