

---

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

---

## FORM 8-K

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

Date of Report (Date of Earliest Event Reported) – December 6, 2004

---

# LOCKHEED MARTIN CORPORATION

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction of  
Incorporation)

**1-11437**  
(Commission File Number)

**52-1893632**  
(IRS Employer  
Identification No.)

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

**20817**  
(Zip Code)

**(301) 897-6000**  
(Registrant's telephone number, including area code)

---

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

**Item 1.01. Entry into a Material Definitive Agreement**

**Item 8.01. Other Events.**

On December 6, 2004, Lockheed Martin Corporation and The Bank of New York, as Trustee, entered into a First Supplemental Indenture in respect of the Corporation's \$1,000,000,000 aggregate principal amount outstanding of Floating Rate Convertible Senior Debentures due August 13, 2033 (the "Securities"). The First Supplemental Indenture amends the Indenture dated as of August 13, 2003, between the Corporation and the Trustee, for the Securities. A copy of the First Supplemental Indenture is attached as Exhibit 99 and is incorporated herein by reference.

The Securities are convertible by holders into shares of our common stock on a contingent basis under the circumstances described in the indenture. Under the terms of the First Supplemental Indenture, the Corporation has irrevocably elected and agreed to pay only cash in lieu of common stock for the accreted principal amount of Securities in respect of its conversion obligations effective as of December 6, 2004. The Corporation previously had the right to elect to pay cash or common stock, or a combination of cash and common stock, for the accreted principal amount. The Corporation has retained the right, however, to elect to satisfy any and all conversion obligations in excess of the accreted principal amount of Securities in cash or common stock or a combination of cash and common stock.

As previously disclosed, the Emerging Issues Task Force of the Financial Accounting Standards Board recently reached a consensus position which could have required that the dilutive effect of contingently convertible debt instruments, such as the Securities, be reflected in the Corporation's calculation of diluted earnings per share for reporting periods ending after December 15, 2004. Previous accounting rules provided for the exclusion of the effect of contingently convertible instruments until the contingency had been satisfied. As a result of the amendment effected by the First Supplemental Indenture, the Corporation does not expect that the Securities will have an effect on the calculation of the Corporation's average shares outstanding until the market price for the Corporation's common stock exceeds the conversion price.

**Item 9.01. Financial Statements and Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
99	First Supplemental Indenture for the \$1,000,000,000 aggregate principal amount outstanding of Floating Rate Convertible Senior Debentures due August 13, 2033, between Lockheed Martin Corporation and The Bank of New York, as Trustee, dated December 6, 2004.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LOCKHEED MARTIN CORPORATION

/s/ David A. Dedman

David A. Dedman

Associate General Counsel

December 8, 2004

**LOCKHEED MARTIN CORPORATION**

**Floating Rate Convertible  
Senior Debentures due 2033**

---

**FIRST SUPPLEMENTAL INDENTURE**

**Dated as of December 6, 2004**

---

**THE BANK OF NEW YORK**

**TRUSTEE**

---

## FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture"), dated as of December 6, 2004, between Lockheed Martin Corporation, a Maryland corporation (the "Company"), and The Bank of New York, a New York banking corporation (the "Trustee").

### W I T N E S S E T H:

WHEREAS, the Company and the Trustee executed and delivered an Indenture dated as of August 13, 2003 (the "Base Indenture", and together with this First Supplemental Indenture, the "Indenture") to provide for the issuance by the Company of its Floating Rate Convertible Senior Debentures due 2033 (the "Securities");

WHEREAS, Section 8.01(a)(vi) of the Indenture provides that the Company, when authorized by a Board Resolution, and the Trustee may, from time to time and at any time, enter into a supplemental indenture or indentures to make, among other things, any change (excluding any change for which the consent of the Holder of each Security affected by such change is required by Section 8.02 of the Indenture) that does not materially adversely affect the rights of any Holder;

WHEREAS, Sections 11.01(a) and 11.03 of the Indenture permit the Company to elect, in its sole and absolute discretion, to satisfy any Conversion Obligation in cash or a combination of cash and Common Stock in lieu of Common Stock;

WHEREAS, the Company desires to amend Section 11.03 of the Indenture to waive its right to satisfy the Accreted Principal Amount of Conversion Obligations in Common Stock and to exercise the Company's option to irrevocably elect to pay cash for the Accreted Principal Amount in lieu of Common Stock to any Holder who converts their Securities pursuant to Section 11.01;

WHEREAS, in addition, Section 8.01(a)(iii) of the Indenture provides that the Company, when authorized by a Board Resolution, and the Trustee may, from time to time and at any time, enter into a supplemental indenture or indentures to cure any ambiguity or to make corrections to any provision of the Indenture or to make such other provisions with respect to matters or questions arising under the Indenture, provided such action shall not materially adversely affect the interests of the Holders of Securities (excluding any change for which the consent of the Holder of each Security affected by such change is required by Section 8.02 of the Indenture);

WHEREAS, Section 8.01(b) of the Indenture provides that any amendment described in Section 8.01(a)(iii) of the Indenture made solely to conform the Indenture to the final offering memorandum provided to investors in connection with the initial offering of the Securities by the Company will not be deemed to materially adversely affect the interests of Holders;

WHEREAS, the Company desires to amend the terms of the Securities, incorporated by reference pursuant to Section 2.01 of the Indenture, to clarify an ambiguity in the Indenture and correct the form of Security included in the Indenture to conform to the final offering memorandum provided to investors in connection with the initial offering of the Securities by the

Company to permit the Company to irrevocably elect to satisfy the accreted principal amount of any and all Conversion Obligations only in cash in lieu of Common Stock, regardless of whether an Event of Default shall have occurred and be continuing;

WHEREAS, none of the amendments contemplated by this First Supplemental Indenture requires the consent of the Holder of each Security affected by the amendments under Section 8.02 of the Indenture; and

WHEREAS, all things necessary to make this First Supplemental Indenture a valid supplement to the Indenture according to its terms and the terms of the Indenture have been done;

NOW, THEREFORE, the parties hereby enter into this First Supplemental Indenture, which shall apply to the Securities along with the Indenture as follows:

**ARTICLE I**  
**TERMS OF THE INDENTURE AND SECURITIES**

Section 1.01. *Payment of Cash in Lieu of Common Stock.* The following subsection (c) is hereby added to Section 11.03 of the Indenture:

“(c) Notwithstanding any other provision of the Securities or this Indenture, the Company irrevocably elects and agrees to pay only cash in lieu of Common Stock for the Accreted Principal Amount of Securities in respect of any and all Conversion Obligations, effective from and after December 6, 2004. The Conversion Settlement Distribution payable to satisfy any Conversion Obligation shall be an amount determined in accordance with Section 11.03(a)(ii). The Company retains the right, in its sole and absolute discretion, to elect to satisfy any and all Conversion Obligations in excess of the Accreted Principal Amount of Securities in cash or Common Stock or a combination of cash and Common Stock.”

Section 1.02. *Amendments to Securities.* In order to cure an ambiguity and to make a correction in the form of Security included in the Indenture to conform to the final offering memorandum provided to investors in connection with the initial offering of the Securities by the Company, the form of Security set forth in Exhibit A to the Indenture and in each outstanding Security and all Securities hereinafter issued is amended as follows:

(i) Paragraph 3 under the heading “Conversion” in the form of Security set forth in Exhibit A to the Indenture and in each outstanding Security and all Securities hereafter issued (as a result of transfer, further issuances or otherwise) is hereby deleted in its entirety and the following is inserted in its place:

“A Holder’s right to convert the Securities into Common Stock of the Company is also subject to the Company’s right to elect pursuant to Section 11.03 of the Indenture to pay such Holder cash in lieu of delivering all or part of such Common Stock. The Company has irrevocably elected and agreed to pay only cash in lieu of Common Stock for the Accreted Principal Amount of Securities in

respect of any and all Conversion Obligations, effective from and after December 6, 2004, and retains the right, in its sole and absolute discretion, to elect to satisfy any and all Conversion Obligations in excess of the Accreted Principal Amount of Securities in cash or Common Stock or a combination of cash and Common Stock.”

(ii) Paragraph 4 under the heading “Conversion” in the form of Security set forth in Exhibit A to the Indenture and in each outstanding Security and all Securities hereafter issued (as a result of transfer, further issuances or otherwise) is hereby deleted in its entirety without any further action on the part of the Company, the Trustee or any Holder of Securities and shall be of no further force or effect.

## ARTICLE II MISCELLANEOUS

Section 2.01. *Definitions.* Capitalized terms used in this First Supplemental Indenture that are defined in the Base Indenture shall have the meanings assigned to them in the Base Indenture.

Section 2.02. *Successors and Assigns.* All covenants and agreements in this First Supplemental Indenture by the Company shall bind its successors and assigns, whether or not so expressed.

Section 2.03. *Counterparts.* This First Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed an original; and all such counterparts shall together constitute but one and the same instrument.

Section 2.04. *Ratification.* The Base Indenture, as supplemented by this First Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument with respect to the Securities. All provisions included in this First Supplemental Indenture supersede any conflicting provisions included in the Base Indenture with respect to the Securities. The Trustee agrees to perform its duties upon the terms and conditions of the Base Indenture, as supplemented by this First Supplemental Indenture.

Section 2.05. *Effectiveness.* The provisions of this First Supplemental Indenture shall become effective as of the date of this First Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this First Supplemental Indenture on behalf of the respective parties hereto as of the date first above written.

LOCKHEED MARTIN CORPORATION

/s/ Anthony G. Van Schaick

Name: Anthony G. Van Schaick

Title: Vice President and Treasurer

THE BANK OF NEW YORK

/s/ Giovanni Barris

Name: Giovanni Barris

Title: Vice President