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As filed with the Securities and Exchange Commission on November 20, 2003

Registration No. 333-106911
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1 TO FORM S-4 REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

FORM S-4 REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

THE TITAN CORPORATION
(Exact name of registrant as specified in its charter)
3033 Science Park Road
San Diego, California 92121-1199
(858) 552-9500
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)
Delaware
(State or Other Jurisdiction of Incorporation or Organization)
95-2588754
(I.R.S. Employer Identification No.)
7373
(Primary Standard Industrial Classification Code Number for the registrant)

LOCKHEED MARTIN CORPORATION
(Exact name of registrant as specified in its charter)
6801 Rockledge Drive
Bethesda, Maryland 20817
(301) 897-6000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)
Maryland
(State or Other Jurisdiction of Incorporation or Organization)
52-1893632
(I.R.S. Employer Identification No.)
3760
(Primary Standard Industrial Classification Code Number for the registrant)

For information regarding additional registrants, see Schedule A hereto.

Nicholas J. Costanza
Senior Vice President, General Counsel and Secretary
The Titan Corporation
3033 Science Park Road
San Diego, California 92121-1199
(858) 552-9500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

David A. Dedman
Associate General Counsel
Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
(301) 897-6000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Mark E. Mazo
James E. Showen
Hogan & Hartson L.L.P.
555 13th Street, N.W.
Washington, D.C. 20004
(202) 637-5600

Glenn C. Campbell
King & Spalding LLP
1730 Pennsylvania Ave., N.W.
Washington, D.C. 20006
(202) 737-0500

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

CALCULATION OF REGISTRATION FEE

Title of Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Security(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(1)
8% Senior Subordinated Notes due 2011 of The Titan Corporation	$200,000,000	100%	$200,000,000	$16,180(2)
Guarantees of 8% Senior Subordinated Notes due 2011 by the Subsidiary Guarantors listed on Schedule A hereto	—	—	—	(3)
Guarantee of 8% Senior Subordinated Notes due 2011 by Lockheed Martin Corporation	—	—	—	(3)

(1) The registration fee has been calculated pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended, and reflects the estimated book value of the securities being registered as of July 9, 2003. The Proposed Maximum Aggregate Offering Price is estimated solely for the purpose of calculating the registration fee.
(2) Previously paid.
(3) Pursuant to Rule 457(n), no separate fee is payable with respect to the guarantees of the debt securities being registered. The guarantees will not be traded separately.

The registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Schedule A

TABLE OF GUARANTORS

NAME/ADDRESS/PHONE	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION	I.R.S. EMPLOYER IDENTIFICATION NUMBER
BTG, Inc. 3877 Fairfax Ridge Road Fairfax, VA 22030 (703) 383-8970	Virginia	54-1194161
BTG Technology Resources, Inc. 1501 Merchants Way Niceville, FL 32578 (850) 897-6111	Florida	54-1848240
BTG Technology Systems, Inc. 3877 Fairfax Ridge Road Fairfax, VA 22030 (703) 383-8970	Virginia	54-1194316
Cayenta eUtility Solutions— eMunicipal Solutions, Inc. 2955 Virtual Way, Ste. 100 Vancouver, BC (604) 570-4301	Nevada	98-0127562
Cayenta Operating LLC 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	94-3284583
Concept Automation, Inc. of America 3877 Fairfax Ridge Road Fairfax, VA 22030 (703) 383-8970	Virginia	54-1043204
Datacentric Automation Corporation 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	33-0931737
International Systems, LLC 9925 Carroll Canyon Road San Diego, CA 92131 (858) 566-9829	California	33-0700074
Linkabit Wireless LLC 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	33-0591074

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NAME/ADDRESS/PHONE	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION	I.R.S. EMPLOYER IDENTIFICATION NUMBER
Procom Services, Inc. 3394 Carmel Mountain Road San Diego, CA 92121 (858) 720-4000	California	33-0427938
Titan Africa, Inc. 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	33-0864886
Titan Facilities, Inc. (formerly known as Delta Construction Management, Inc.) 1501 Merchants Way Niceville, FL 32578 (850) 897-6111	Virginia	54-0918681
Titan Scan Technologies Corporation 9020 Activity Road San Diego, CA 92126 (858) 547-5990	Delaware	33-0937905
Titan Wireless, Inc. 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	33-0836787
Titan Wireless Afripa Holding, Inc. 3033 Science Park Road San Diego, CA 92121 (858) 552-9500	Delaware	33-0948527
Unidyne, LLC 3835 Princess Anne Road Norfolk, VA 23502 (757) 855-8037	Delaware	54-0856870

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The information contained in this prospectus is not complete and may be changed. We may not complete this exchange offer and issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is prohibited.

SUBJECT TO COMPLETION, DATED NOVEMBER 20, 2003

PROSPECTUS
Dated , 2003

$200,000,000

THE TITAN CORPORATION

Offer to Exchange
8% Senior Subordinated Notes due 2011 that have been registered under the Securities Act of 1933 for any and all outstanding unregistered 8% Senior Subordinated Notes due 2011
and
Solicitation of Consents
to the Proposed Amendments to the Indenture
relating to the 8% Senior Subordinated Notes due 2011 of The Titan Corporation
and

LOCKHEED MARTIN CORPORATION

Offer to Guarantee

The Titan Corporation is offering to exchange new 8% Senior Subordinated Notes due 2011 registered under the Securities Act of 1933, as amended, for any and all of its outstanding unregistered 8% Senior Subordinated Notes due 2011. The terms of the exchange notes are substantially identical to those of the outstanding notes, except that the exchange notes have been registered under the Securities Act. You will receive $1,000 principal amount of exchange notes for each $1,000 principal amount of outstanding notes that you validly tender in the exchange offer and do not withdraw.

Concurrently with the exchange offer, Titan is seeking your consent to proposed amendments to the indenture under which the outstanding notes were issued and under which the exchange notes will be issued. Titan is soliciting consents to the proposed amendments to satisfy Titan's obligations under a merger agreement, dated as of September 15, 2003, relating to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin. The proposed merger is conditioned on, among other things, receipt of consents to the proposed amendments from holders of at least a majority in aggregate principal amount of outstanding notes.

These proposed amendments seek to release the subsidiaries of Titan that are currently guarantors under the indenture and remove most of the restrictive covenants and reporting requirements contained in the indenture. In addition, Titan is seeking your consent to provide for the termination of a registration rights agreement relating to the notes. Holders of outstanding notes who return their consent to the proposed amendments prior to the consent fee deadline will receive a consent fee in cash in an amount equal to % of the principal amount of the outstanding notes tendered by the holder if the requisite consents are received and the merger is completed. In addition, Lockheed Martin is offering to fully and unconditionally guarantee both the outstanding notes and the exchange notes if the requisite consents are received and the proposed merger is completed. **If your consent is not received by the consent fee deadline, you will not be paid the consent fee.**

Titan intends to complete the exchange offer even if the requisite consents are not received and the merger is not completed. If the merger is not completed for any reason, the proposed amendments will not become operative, Lockheed Martin will not become a guarantor of the notes and you will not receive the consent fee.

For a discussion of factors you should consider before you decide to participate in the exchange offer and consent solicitation, see " Risk Factors" beginning on page 15.

The consent fee deadline is 5:00 p.m., New York City time on , 2003, unless extended. The expiration date for the exchange offer and consent solicitation is 5:00 p.m., New York City time, on , 2004, unless extended. Your ability to withdraw tendered notes and consents is limited as described in this prospectus.

The dealer-manager and solicitation agent for the exchange offer and consent solicitation is:

Credit Suisse First Boston LLC

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

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You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. No person has been authorized to give any information or make any representations in connection with the exchange offer and consent solicitation, other than the information and those representations contained or incorporated by reference in this prospectus or in the accompanying letters of transmittal. If given or made, such information and representations must not be relied upon by you as having been authorized by us, the trustee, the exchange agent, the dealer-manager and solicitation agent, the information agent, or any other party involved in the exchange offer and consent solicitation. We are not making an offer of these securities in any state or jurisdiction where the offer is not permitted. You should not assume that the information provided by this prospectus or the documents incorporated by reference herein is accurate as of any date other than the date of such prospectus or incorporated documents, regardless of the date you receive them.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended, which we refer to as the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where the outstanding notes were acquired by the broker-dealer as a result of market-making activities or other trading activities. Titan has agreed that, for a period of up to 180 days after the completion of the exchange offer, it will make this prospectus available to any broker-dealer for use in connection with any such resale. For additional information regarding the resale of exchange notes, see "Plan of Distribution."

PROSPECTUS SUMMARY

This summary is qualified in all respects by the more detailed information appearing elsewhere or incorporated by reference in this prospectus. You should carefully read this entire prospectus and the documents incorporated by reference in this prospectus to fully understand the terms of the exchange offer and the consent solicitation. References to the "outstanding notes" refer to Titan's outstanding unregistered 8% Senior Subordinated Notes due 2011, and references to the "exchange notes" refer to Titan's 8% Senior Subordinated Notes due 2011 that have been registered under the Securities Act. References to the "notes" refer collectively to the outstanding notes and the exchange notes. Unless otherwise indicated, references to the "letter of transmittal" refer to both the BLUE letter of transmittal and consent and the GREEN letter of transmittal.

Titan

The Titan Corporation
3033 Science Park Road
San Diego, California 92121
(858) 552-9500

The Titan Corporation, a Delaware corporation, is a technology developer and systems integrator for the Department of Defense, the Department of Homeland Security, and intelligence and other key United States government agencies. Titan provides a range of services and systems solutions. These solutions and services include research and development, design, installation, integration, test, logistics support, maintenance and training. Titan also provides services and solutions to government agencies with sophisticated information systems. These include information processing, information fusion, data management, and communication systems. In addition, Titan develops and produces digital imaging products, sensors, lasers, electro-optical systems, threat simulation/training systems, intelligence electronic hardware, signal intercept systems and complex military specific systems.

Lockheed Martin

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
(301) 897-6000

Lockheed Martin principally researches, designs, develops, manufactures, integrates and operates advanced technology systems, products and services. Lockheed Martin serves customers in domestic and international defense and civil and commercial sectors, with its principal customers being agencies of the United States government. Lockheed Martin is a Maryland corporation and was formed in March 1995 by combining the businesses of Lockheed Corporation and Martin Marietta Corporation. Lockheed Martin operates in five principal business areas: Aeronautics, Electronic Systems, Space Systems, Integrated Systems & Solutions, and Technology Services.

Purpose of the Exchange Offer and Consent Solicitation

The purpose of the exchange offer described in this prospectus is to satisfy Titan's obligations under a registration rights agreement relating to the outstanding notes. In addition, in connection with the proposed merger between Lockheed Martin and Titan, which is referred to as the merger, Lockheed Martin and Titan have agreed to file, and to use their commercially reasonable efforts to cause to become effective with the Securities and Exchange Commission, or the SEC, this registration statement with respect to the exchange of the outstanding notes for the exchange notes and consent solicitation. Titan expects to complete the exchange offer even if the requisite consents are not received and the merger is not completed.

The purpose of the consent solicitation described in this prospectus is to satisfy one of the conditions to Lockheed Martin's obligation to complete the proposed merger. In this regard, Titan has agreed to use commercially reasonable efforts to commence a consent solicitation to amend the indenture to:

- provide that the merger does not require a change in control offer, as defined in the indenture, to be made to the holders of the notes;
- eliminate most of the restrictive covenants and the reporting requirements contained in the indenture;
- modify the event of default provisions; and
- release the subsidiaries of Titan from their guarantees under the indenture.

In addition, Titan is seeking your consent to provide for the termination of the registration rights agreement. The proposed amendments to the indenture and the registration rights agreement are referred to as the "proposed amendments." Holders of outstanding notes who return their consent to the proposed amendments prior to the consent fee deadline will receive a consent fee equal to % of the principal amount of outstanding notes tendered by the holder, if the requisite consents are received and the merger is completed. **If your consent is not received by the consent fee deadline, you will not receive the consent fee.** In addition, Lockheed Martin will fully and unconditionally guarantee the notes if the requisite consents are received and the merger is completed. If the merger is not completed for any reason, the proposed amendments will not become operative, Lockheed Martin will not become a guarantor of the notes and you will not receive a consent fee. If the merger is completed and the proposed amendments become operative, Lockheed Martin will become a guarantor of the notes.

The Merger

Upon completion of the merger, Titan will be merged with a wholly-owned subsidiary of Lockheed Martin. After the merger, the surviving entity in the merger will continue its existence under Delaware law as a wholly-owned subsidiary of Lockheed Martin and will be the obligor of the notes. Lockheed Martin and Titan currently anticipate that the merger will be completed during the first quarter of 2004. For more information regarding the merger and the transactions contemplated thereby, please see the section entitled "The Merger."

Summary of the Terms of the Exchange Offer and Consent Solicitation

The Exchange Offer	Titan is offering up to $200 million aggregate principal amount of exchange notes registered under the Securities Act, in exchange for the same principal amount of unregistered outstanding notes. Outstanding notes may be tendered for exchange notes in whole or in part in any integral multiple of $1,000. Titan is making the exchange offer in order to satisfy its obligations under the registration rights agreement relating to the outstanding notes. Titan expects to complete the exchange offer even if the requisite consents are not received and the merger is not completed. For a description of the procedure for tendering the outstanding notes, see "Procedures for Tendering Outstanding Notes and Delivering Consents."
The Consent Solicitation	Concurrently with the exchange offer, Titan is soliciting your consent to amend the indenture to: • provide that the merger does not require a change in control offer, as defined in the indenture, to be made to the noteholders; • eliminate most of the restrictive covenants and the reporting requirements contained in the indenture; • modify the event of default provisions; and • release the subsidiaries of Titan from their guarantees under the indenture. In addition, Titan is seeking your consent to provide for the termination of the registration rights agreement. Titan is seeking consents to all of the proposed amendments as a single proposal. The holders of at least a majority in aggregate principal amount of the outstanding notes, whose consents are referred to as the requisite consents, must consent to the proposed amendments. As soon as the requisite consents are received, Titan will execute an amendment to the registration rights agreement and execute the supplemental indenture. The proposed amendments will not become operative until immediately prior to the completion of the merger. If the merger is not completed, the proposed amendments will not become operative. If the proposed amendments become operative, the terms of the outstanding notes and the exchange notes will be amended as described under "The Consent Solicitation — The Proposed Amendments," and holders of the notes will no longer be entitled to the benefits of most of the restrictive covenants in the indenture. As a result, there will be no restrictions on Titan's ability to incur debt, make restricted payments and take other actions that would have been prohibited under the indenture.
Consent Fee; Lockheed Martin Guarantee	Holders of outstanding notes who return their consent to the proposed amendments prior to the consent fee deadline will receive a consent fee equal to % of the principal amount of outstanding notes

	tendered by the holder, if the requisite consents are received and the merger is completed. **If your consent is not received by the consent fee deadline, you will not be paid the consent fee.** You must tender your notes and consent to the proposed amendments in accordance with the procedures set forth under "Procedures for Tendering Outstanding Notes and Delivering Consents" on or prior to the consent fee deadline to receive the consent fee. In addition, Lockheed Martin will fully and unconditionally guarantee the notes if the requisite consents are received and the proposed merger is completed. Under the guarantee, Lockheed Martin will guarantee the due and punctual payment of the principal of and interest, if any, in respect of the notes when and as the same shall become due and payable. Upon payment of the principal of and interest, if any, on all notes, Lockheed Martin will be subrogated to all rights of the holders of the notes against Titan in respect of any amounts paid by Lockheed Martin pursuant to the provisions of the indenture. If the merger is not completed for any reason, the proposed amendments will not become operative, Lockheed Martin will not become a guarantor of the notes and you will not receive the consent fee. If the proposed amendments become operative, all holders of all notes will receive the benefit of the Lockheed Martin guarantee, whether or not they participate in the exchange offer and consent solicitation.
Supplemental Indenture	The proposed amendments to the indenture, if adopted, will be set forth in a supplemental indenture to be executed by Titan, Lockheed Martin, a wholly-owned subsidiary of Lockheed Martin, and the trustee as promptly as practicable after receipt of the requisite consents. The proposed amendments will become effective when the supplemental indenture is executed. Once the proposed amendments become effective, the consents will be irrevocable. However, the proposed amendments will not become operative until immediately prior to the completion of the merger, and only if the merger is completed. If the merger is not completed, the proposed amendments will not become operative. Until that point, the indenture, without giving effect to the proposed amendments, will remain in effect. If the requisite consents are not received and accepted by Titan, the supplemental indenture will not be executed and the proposed amendments will not become operative.
Procedures for Tendering Outstanding Notes and Consenting to the Proposed Amendments	If you wish to tender your outstanding notes and consent to the proposed amendments, you must complete, sign and date the BLUE letter of transmittal or follow the procedures for electronic tenders of notes and delivery of consents, in accordance with the instructions contained in this prospectus and the letter of transmittal.

If you wish to tender your outstanding notes, but do not wish to consent to the proposed amendments, you must complete, sign and date the GREEN letter of transmittal or follow the procedures for electronic tenders of notes, in accordance with the instructions contained in this prospectus and the letter of transmittal.

If your outstanding notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, Titan urges you to contact your nominee holder promptly if you wish to tender outstanding notes pursuant to the exchange offer and the consent solicitation.

See "Procedures for Tendering Outstanding Notes and Delivering Consents."

If you are a person holding the outstanding notes through the Depository Trust Company, which is referred to in this prospectus as DTC, and wish to participate in the exchange offer and consent solicitation, you must do so through the DTC's Automated Tender Offer Program, which is referred to in this prospectus as ATOP, by which you will agree to be bound by one of the letters of transmittal. By executing and agreeing to be bound by a letter of transmittal, you will be making a number of important representations to Titan, as set forth in such letter of transmittal, which representations are described under "Procedures for Tendering Outstanding Notes and Delivering Consents."

Letters of transmittal and certificates representing outstanding notes should not be sent to Titan, Lockheed Martin, the dealer-manager and solicitation agent or the information agent. Those documents should be sent only to the exchange agent. The address, telephone and facsimile numbers, of the exchange agent are set forth in "The Exchange Offer — Exchange Agent" and in the letters of transmittal. Upon completion of the exchange offer, Titan will accept for exchange any and all outstanding notes that are properly tendered in the exchange offer and not withdrawn prior to the expiration date. The exchange notes issued in the exchange offer will be delivered promptly following the expiration date. See the section entitled "The Exchange Offer — Terms of the Exchange Offer."

Any outstanding notes not accepted for exchange for any reason will be returned without expense as soon as practicable after the expiration or termination of the exchange offer.

Consent Fee Deadline

The consent fee deadline is 5:00 p.m., New York City time, on, , 2003, unless extended. **If your consent is not received by the consent fee deadline, you will not receive the consent fee.**

Expiration Date

The expiration date for the exchange offer and consent solicitation is 5:00 p.m., New York City time, on , 2004, unless extended. Holders of outstanding notes who validly tender notes after the consent fee deadline but on or prior to the expiration date will receive exchange notes in the exchange offer but will not receive the consent fee.

Withdrawal	Tenders of outstanding notes may be withdrawn by delivering a written notice of withdrawal to the exchange agent in conformity with the procedures discussed in the section entitled "Procedures for Tendering Outstanding Notes and Delivering Consents." *If you tender your outstanding notes and consent to the proposed amendments*, you may withdraw your tender and consent at any time prior to the date on which the requisite consents have been received and the supplemental indenture has been executed. *If you tender your notes without consenting to the proposed amendments*, you may withdraw your tender at any time on or before the expiration date of the exchange offer.
Consequences of Your Failure to Exchange Your Outstanding Notes	Outstanding notes that are not exchanged in the exchange offer will continue to be subject to the restrictions on transfer that are described in the legend on the outstanding notes. In general, you may offer or sell your outstanding notes only if they are registered under, or offered or sold under an exemption from, the Securities Act and applicable state securities laws. Titan does not currently intend to register the outstanding notes for resale under the Securities Act. If the requisite consents are received and the proposed amendments become operative, following completion of the exchange offer Titan will not be required to register under the Securities Act any outstanding notes that remain outstanding. If your outstanding notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your outstanding notes. Upon completion of the exchange offer, interest on any outstanding notes that are not tendered for exchange in the exchange offer will accrue at a rate equal to 8% per year, the same rate that the interest will accrue on the exchange notes.
Consequences of Your Failure to Consent to the Proposed Amendments	Receipt of the requisite consents to the proposed amendments is a condition to the completion of the merger. If the requisite consents are not received, the merger may not be completed, the proposed amendments will not become operative, Lockheed Martin will not become a guarantor of the notes and no consent fee will be paid. If the requisite consents are received and the merger is completed, your notes will be governed by the terms of the indenture, as amended by the supplemental indenture, even if you do not consent.
Who May Participate in the Exchange Offer	Based on interpretations of the staff of the SEC, Titan believes that you will be allowed to resell the exchange notes that Titan issues in the exchange offer if: • you are acquiring the exchange notes in the ordinary course of your business;

- you are not participating in and do not intend to participate in a distribution of the exchange notes;
- you have no arrangement or understanding with any person to participate in a distribution of the exchange notes; and
- you are not an "affiliate" of Titan, as defined in Rule 405 under the Securities Act.

If any of these conditions are not satisfied, you will not be eligible to participate in the exchange offer, you should not rely on the interpretations of the staff of the SEC in connection with the exchange offer and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of your notes.

If you are a broker-dealer and you will receive exchange notes for your own account in exchange for outstanding notes that you acquired as a result of market-making activities or other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of the exchange notes. See the section entitled "Plan of Distribution" for a description of the prospectus delivery obligations of broker-dealers in the exchange offer.

In accordance with the foregoing conditions, if you are a broker-dealer that acquired the outstanding notes directly from Titan in the initial offering and not as a result of market-making activities, you will not be eligible to participate in the exchange offer.

Conditions to the Exchange Offer

The exchange offer is subject to customary conditions which may be waived by Titan. See the section entitled "The Exchange Offer — Conditions to the Exchange Offer."

The exchange offer is not conditioned upon any minimum principal amount of outstanding notes being tendered. Titan reserves the right in its sole and absolute discretion, subject to applicable law, at any time and from time to time:

- to delay the acceptance of the outstanding notes for exchange;
- to terminate the exchange offer if one or more specific conditions have not been satisfied;
- to extend the expiration date of the exchange offer and retain all outstanding notes pursuant to the exchange offer, subject, however, to the right of holders of outstanding notes to withdraw their tendered outstanding notes; or

- to waive any condition or otherwise amend the terms of the exchange offer in any respect. See the section entitled “The Exchange Offer — Expiration Dates; Extensions; Amendments.”

Conditions to the Consent Solicitation	Adoption of the proposed amendments pursuant to the consent solicitation is conditioned upon receipt of the requisite consents. As soon as the requisite consents are received, Titan will execute an amendment to the registration rights agreement and execute the supplemental indenture. The proposed amendments will not become operative until immediately prior to the completion of the merger. If the merger is not completed, the proposed amendments will not become operative.
Liquidated Damages	This registration statement first became effective on September 10, 2003. However, because of the proposed merger with Lockheed Martin, Titan did not complete the exchange offer within 40 days of this registration statement first becoming effective as required by the registration rights agreement. As a result, liquidated damages began accruing on the outstanding notes beginning on October 20, 2003. With respect to the first 90-day period immediately following October 20, 2003, liquidated damages accrue over and above the stated interest rate on the outstanding notes at a rate equal to 0.25% per year. The rate at which the liquidated damages will accrue will increase by an additional 0.25% per year with respect to each subsequent 90-day period, up to a maximum aggregate rate of 2.0% per year. At the next regularly scheduled interest payment date following completion of the exchange offer, Titan will pay to the holders of outstanding notes on the applicable record date the amount of unpaid liquidated damages that have accrued from November 15, 2003, the most recent interest payment date, until the completion of the exchange offer. After completion of the exchange offer and termination of the registration rights agreement, no additional liquidated damages will accrue on the notes. For a more detailed discussion of the liquidated damages provision of the registration rights agreement, see the section entitled “The Consent Solicitation — The Registration Rights Amendment.”
Federal Income Tax Consequences	For a summary of certain federal income tax consequences relating to the exchange offer and the consent solicitation, see the section entitled “Certain United States Federal Income Tax Consequences.” Holders are urged to consult their own tax advisors regarding the tax consequences to them, in their particular situation, of the exchange offer and the consent solicitation.
Exchange Agent	Deutsche Bank Trust Company Americas is serving as the exchange agent in connection with the exchange offer. Letters of transmittal, certificates representing outstanding notes and other documentation

should be delivered to the exchange agent. The address, telephone and facsimile numbers of the exchange agent are:

By Overnight Courier:
DB Services Tennessee, Inc.
Corporate Trust & Agency
Services, Reorganization Unit
648 Grassmere Park Road
Nashville, Tennessee 37211
Attn: Karl Shepherd

By Hand Delivery:
Deutsche Bank Trust Company Americas
c/o The Depository Trust Clearing Corporation
55 Water Street, 1st Floor
Janette Park Entrance
New York, New York 10041

By Mail:
DB Services Tennessee, Inc.
Reorganization Unit
P.O. Box 292737
Nashville, Tennessee 37229-2737

By facsimile: (eligible institutions only) (615) 835-3701
For information: (800) 735-7777
For confirmation by telephone: (615) 835-3572

Trustee

Deutsche Bank Trust Company Americas is serving as trustee under the indenture. The Trustee makes no recommendation as to whether or not holders should tender their notes in response to the exchange offer or deliver consents to the proposed amendments in response to the consent solicitation.

Dealer-Manager and Solicitation Agent

Credit Suisse First Boston LLC is serving as dealer-manager and solicitation agent in connection with the exchange offer. The address, telephone number of the dealer-manager and solicitation agent are:

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010
(212) 325-2000

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the dealer-manager and solicitation agent.

Information Agent

The information agent for the exchange offer and consent solicitation is Morrow & Co., Inc. Additional copies of this prospectus, the letters of transmittal and other related materials may be obtained from the information agent.

If you have questions about the exchange offer or consent solicitation, you may contact the information agent at:

Morrow & Co., Inc.
445 Park Avenue
New York, New York 10022

Banks and Brokerage Firms: (800) 654-2468
Bondholders: (800) 607-0088

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the information agent.

Use of Proceeds

Neither Titan nor Lockheed Martin will receive any cash proceeds from the issuance of the exchange notes or the guarantees offered hereby.

Summary of the Terms of the Exchange Notes

The following is a summary of the material terms of the exchange notes. ***If the proposed amendments become operative, the terms of both the outstanding notes and the exchange notes will be amended as described under "The Consent Solicitation — The Proposed Amendments."*** *You should carefully read this entire prospectus, including the sections entitled "Description of the Exchange Notes" and "The Consent Solicitation — The Proposed Amendments."*

Issuer	The Titan Corporation
Exchange notes offered	$200 million aggregate principal amount of 8% Senior Subordinated Notes due 2011.
Interest	Interest on the exchange notes will accrue at the rate of 8% per year from the later of: • the last interest payment date on which interest was paid on the outstanding notes; or • if the exchange offer is consummated on a date after the record date for an interest payment date to occur on or after the date of such exchange and as to which interest will be paid, the date of such interest payment date.
Maturity	May 15, 2011
Interest Payment Dates	Semiannually, on May 15 and November 15
Repurchase of exchange notes at the option of holder upon change of control	If the requisite consents are obtained and the proposed amendments to the indenture become operative, this provision will be eliminated. See the section entitled "The Consent Solicitation — The Proposed Amendments." If the requisite consents are not obtained or the proposed amendments to the indenture do not become operative, upon a change of control, you may require Titan to repurchase all or a portion of your exchange notes at a purchase price of 101% of their principal amount, plus accrued and unpaid interest and liquidated damages, if any. The term "change of control" is defined in "Description of Exchange Notes — Certain Definitions."
Ranking	The exchange notes and the subsidiary guarantees will be Titan's and the applicable guarantor's general unsecured obligations and will be: • junior in right of payment to all of Titan's and such guarantor's existing and future senior indebtedness, including secured indebtedness; • equal in right of payment to all of Titan's and such guarantor's existing and future senior subordinated indebtedness; and

- senior in right of payment to all of Titan's and such guarantor's future subordinated indebtedness.

As of September 30, 2003, Titan had outstanding an aggregate of approximately $346.5 million of debt that was senior or effectively senior to the outstanding notes, and approximately $4.0 million of debt and obligations under capital leases that were *pari passu* with or effectively *pari passu* with the notes. Titan also had $125.5 million of total availability under its secured revolving credit facility, subject to its compliance with financial and other covenants in connection with any such borrowing, of which Titan would have been able to borrow $125.5 million in compliance with those covenants.

If the requisite consents are obtained and the proposed amendments to the indenture become operative, Lockheed Martin will fully and unconditionally guarantee the notes. See "The Consent Solicitation — Lockheed Martin Guarantee."

Subsidiary Guarantees

If the requisite consents are obtained and the proposed amendments to the indenture become operative, the guarantees provided by certain of Titan's subsidiaries will be released and Lockheed Martin will become a guarantor under the indenture.

If the requisite consents are not obtained or the proposed amendments to the indenture do not become operative, obligations under the exchange notes will be fully and unconditionally guaranteed on a senior subordinated basis by Titan's domestic subsidiaries, other than Cayenta, Inc., the operations of which have been discontinued. Titan has three foreign subsidiaries that are not guarantors of the outstanding notes and will not be providing guarantees of Titan's obligations under the exchange notes. One of these foreign subsidiaries is one of Cayenta's subsidiaries.

Redemption

Titan may redeem the exchange notes, in whole or in part, on or after May 15, 2007 at the redemption prices set forth in this prospectus, plus accrued and unpaid interest and liquidated damages, if any.

In addition, on or prior to May 15, 2006, Titan may redeem up to 35% of the aggregate principal amount of the notes with the net proceeds of certain public equity offerings. See "Description of Exchange Notes — Optional Redemption" for more information.

Certain Covenants

If the requisite consents are obtained and the proposed amendments to the indenture become operative, certain covenants that currently restrict Titan's and the subsidiary guarantors' operations will be amended or deleted and certain covenants will be added. If the requisite consents are not obtained or the proposed amendments to the indenture do not become operative, the indenture governing the notes will continue to contain covenants that will limit Titan's and its subsidiaries' ability to, among other things:

- pay dividends, redeem capital stock and make other restricted payments and investments;

	• incur additional debt or issue preferred stock; • enter into agreements that restrict Titan's subsidiaries from paying dividends or other distributions, making loans or otherwise transferring assets to Titan or to any other subsidiaries; • create liens on assets; • engage in transactions with affiliates; • sell assets, including capital stock of subsidiaries; and • merge, consolidate or sell all or substantially all of Titan's assets and the assets of Titan's subsidiaries. These covenants are subject to a number of important qualifications and exceptions. See "Description of the Exchange Notes — Certain Covenants."
Listing	Titan does not intend to list the notes on any national securities exchange or on an automated interdealer quotation system.
Governing Law	The laws of the State of New York.

If the proposed amendments become operative, the terms of both the outstanding notes and the exchange notes will be amended as described under "The Consent Solicitation — The Proposed Amendments."

THE MERGER

On September 15, 2003, Lockheed Martin, LMC Sub One, Inc., a wholly-owned subsidiary of Lockheed Martin referred to as LMC Sub One, and Titan executed a merger agreement, providing for the merger of Titan with and into LMC Sub One in a "forward" merger. Subsequent to the signing of the merger agreement, LMC Sub One assigned its interests under the merger agreement to LMC LLC One, LLC, a wholly-owned subsidiary of Lockheed Martin Corporation referred to as LMC LLC One. Under certain circumstances set forth in the merger agreement, Titan may elect to restructure the proposed transaction and cause LMC LLC One to be merged with and into Titan in a "reverse" merger. The surviving entity in the merger will continue its existence under Delaware law as a wholly-owned subsidiary of Lockheed Martin and will be the obligor of the notes.

Lockheed Martin and Titan expect to complete the merger promptly after receipt of Titan stockholder approval at a special meeting and receipt of all necessary regulatory approvals. Lockheed Martin and Titan currently anticipate that the merger will be completed during the first quarter of 2004.

You should carefully read the merger agreement, which has been filed as Exhibit 2.1 to Titan's Current Report on Form 8-K filed with the SEC on September 17, 2003, for more information concerning the proposed merger.

RISK FACTORS

You should carefully consider the following risks and other information contained in this prospectus, together with all of the other information incorporated by reference in this prospectus, including the risks identified in each of Titan's and Lockheed Martin's annual reports on Form 10-K, before deciding to exchange your outstanding notes for exchange notes and/or consenting to the proposed amendments.

If Titan does not receive the requisite consents from holders of the outstanding notes, Titan may not be able to complete the merger and, if so, the notes will not be guaranteed by Lockheed Martin, which could have an adverse effect on the trading price of your notes.

The merger is conditioned on Titan obtaining the requisite consents from the holders of the outstanding notes. If the requisite consents are not obtained, the merger may not be completed. In this case, or if for any other reason the merger is not completed, Lockheed Martin will not become a guarantor of the notes, which could have an adverse effect on the trading price of the notes.

If the proposed amendments to the indenture become operative, holders of notes will no longer benefit from the protections afforded by most of the restrictive covenants under the indenture.

Assuming the requisite consents are obtained, the proposed amendments will become operative immediately prior to the closing of the merger. If the proposed amendments become operative, holders of notes will no longer be entitled to the benefits of most of the restrictive covenants and other provisions that currently constrain Titan's operations. As a result, there will be no restrictions on Titan's ability to incur debt, make restricted payments and take other actions that previously would not have been permitted under the indenture.

If you do not exchange your outstanding notes for exchange notes, you will continue to have restrictions on your ability to resell them, which could reduce their value.

The outstanding notes were not registered under the Securities Act or under the securities laws of any state and may not be resold, offered for resale, or otherwise transferred unless they are subsequently registered or resold pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. If you do not exchange your outstanding notes for exchange notes pursuant to the exchange offer, you will not be able to resell, offer to resell, or otherwise transfer the outstanding notes unless they are registered under the Securities Act or unless you resell them, offer to resell them or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. In addition, if the exchange offer is completed Titan will no longer be under an obligation to register the outstanding notes under the Securities Act.

If you do not participate in this exchange offer, the market for your outstanding notes may be less liquid than before the exchange offer and the market value of your outstanding notes may be lower.

The exchange of outstanding notes for exchange notes will reduce the number of holders of outstanding notes and the number of outstanding notes that would otherwise be available for trading and could adversely affect the liquidity and market value of the remaining outstanding notes.

A liquid trading market for the exchange notes may not develop, which could have an adverse effect on the market price of the exchange notes.

The exchange notes are a new issue of securities for which there is currently no public market. Titan does not intend to apply for listing of the exchange notes on any securities exchange, or for quotation through an automated interdealer quotation system. Accordingly, the exchange notes will trade only in the over-the-counter market. A liquid trading market may not develop for the exchange notes. If the exchange notes are traded, they

may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, Titan's performance and other factors. In addition, if the proposed amendments become operative and Lockheed Martin becomes a guarantor of the notes, the trading price of the notes could be affected by Lockheed Martin's performance. If a market for the exchange notes does develop, it is possible that holders of exchange notes will not be able to sell their notes at a particular time or that the prices a holder will receive when such notes are sold will not be favorable. As a result, your ability to resell the exchange notes at fair market value, or at all, may be limited, which could have an adverse effect on the market price of the exchange notes.

If the proposed amendments become operative, there are generally no terms of the notes that will protect or compensate you in the event Titan or Lockheed Martin is involved in a highly leveraged or similar transaction.

If the proposed amendments become operative, there will be no covenants or other provisions in the terms of the notes providing for a change of control offer, increased interest or that would otherwise provide you with additional compensation or protection in the event Titan or Lockheed Martin is involved in a recapitalization transaction, a change of control or a highly leveraged transaction, except that the terms of the notes will provide that Titan and Lockheed Martin may not merge or consolidate with any other person or entity, or sell, lease or convey all or substantially all of their assets to any person or entity, unless specified conditions are satisfied. These conditions are limited and relate generally to the assumption of the obligations by the surviving or successor entity of the obligations under the notes.

The exchange notes will be effectively subordinated to existing and future indebtedness and other liabilities of subsidiaries of Titan, and, following the merger, the Lockheed Martin guarantee will be effectively subordinated to existing and future indebtedness of subsidiaries of Lockheed Martin other than Titan.

Lockheed Martin conducts most of its operations through Lockheed Martin Corporation but derives certain of its revenues from, and holds some of its assets through, its subsidiaries. As a result, following the merger, Lockheed Martin and Titan may rely in part upon distributions and advances from Lockheed Martin's subsidiaries other than Titan in order to assist them in meeting their payment obligations under the exchange notes. In general, these subsidiaries are separate and distinct legal entities and will have no obligations to pay any amounts due on Lockheed Martin's or Titan's debt securities, including the exchange notes, or to provide them with funds for their payment obligations, whether by dividends, distributions, loans or otherwise. The exchange notes and the Lockheed Martin guarantee are unsecured and will be effectively subordinated in right of payment to all liabilities of subsidiaries of Titan and, following the merger, subsidiaries of Lockheed Martin other than Titan. This means that in the event of a bankruptcy, liquidation or reorganization, the subsidiaries must pay their creditors in full before Titan and Lockheed Martin could use their assets to pay you.

Lockheed Martin's and Titan's right to receive assets of any subsidiary in the event of a bankruptcy or liquidation of the subsidiary, and therefore the rights of their creditors to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors. In addition, even if Lockheed Martin or Titan, as applicable, were a creditor of any subsidiary, their rights as a creditor would be subordinated to any indebtedness of that subsidiary senior to that held by Titan or subsidiaries of Lockheed Martin other than Titan, including secured indebtedness to the extent of the assets securing such indebtedness. As of September 30, 2003, Titan's subsidiaries had total liabilities after the elimination of loans and advances from it to its subsidiaries of approximately $172.4 million. In addition, the documents governing Lockheed Martin's indebtedness do not prohibit it and its subsidiaries from incurring additional indebtedness.

In the future, Titan or Lockheed Martin may acquire any outstanding notes that are not tendered in the exchange offer for consideration different than that in the exchange offer.

In the future, Titan or Lockheed Martin may acquire outstanding notes that are not tendered in the exchange offer through privately negotiated transactions, an exchange offer or such other means as it deems appropriate.

Any such acquisitions will occur upon the terms and at the prices as Titan or Lockheed Martin may determine in its discretion, which may be more or less than the value of the exchange notes being exchanged for the outstanding notes under the exchange offer, and could be for cash or other consideration. Titan or Lockheed Martin may choose to pursue any or none of these alternatives, or combinations thereof, in the future.

If the requisite consents are obtained and the merger is completed, Titan will no longer file reports with the SEC.

If the requisite consents are obtained and the merger is completed, Titan will no longer be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. As a result, Titan will cease filing periodic and other reports with the SEC and consequently the information available to noteholders regarding Titan's financial condition will be reduced. This could have an adverse effect on the market price of the notes.

SPECIAL NOTE CONCERNING FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides safe harbor provisions for forward-looking information. Forward-looking information is based on projections and estimates, not historical information. Some statements in this prospectus and the documents incorporated by reference herein are forward-looking and use words like “may,” “believe,” “expect,” “plan,” “anticipate,” “estimate” and other expressions. Lockheed Martin and Titan also may provide oral or written forward-looking information in other materials released by Lockheed Martin and Titan to the public.

These forward-looking statements involve risks and uncertainties and reflect the best judgment of Lockheed Martin and Titan based on then current information. The financial condition and results of operations of Lockheed Martin and Titan can be affected by inaccurate assumptions they make or by known or unknown risks and uncertainties. In addition, other factors may affect the accuracy of the forward-looking information, including the following:

- anticipated cost savings from the proposed merger may not be fully realized or realized within the expected time frame;
- operating results following the proposed merger may be lower than expected;
- competitive pressure among companies in our industries may increase significantly;
- costs or difficulties related to the integration of the businesses of Lockheed Martin and Titan may be greater than expected;
- general economic conditions, whether nationally or in the specific sectors in which Lockheed Martin and Titan conduct business, may be less favorable than expected;
- legislation or regulatory changes may adversely affect the businesses of Lockheed Martin and Titan; or
- adverse changes may occur in the economy or the securities markets generally.

As a result, no forward-looking information can be guaranteed. Actual events and the results of operations may vary materially. While it is not possible to identify all factors, Lockheed Martin and Titan continue to face many risks and uncertainties that could cause actual results to differ from our forward-looking statements, including the risks described in “Risk Factors” and in the documents filed by Lockheed Martin and Titan with the SEC. See the section entitled “Where You Can Find More Information.”

Lockheed Martin and Titan do not assume any responsibility to publicly update any of the forward-looking statements regardless of whether factors change as a result of new information, future events or for any other reason. You should review any additional disclosures made by Lockheed Martin and Titan in their press releases and Forms 10-K, 10-Q and 8-K filed with the SEC.

SELECTED HISTORICAL FINANCIAL DATA OF THE TITAN CORPORATION

The following selected financial data for each of the five years in the period ended December 31, 2002 have been derived from Titan's audited consolidated financial statements. The financial information presented for the years ended and as of December 31, 1999 and 1998 has been restated from its original historical presentation to reflect acquisitions accounted for using the pooling of interests method that occurred during 2000 and discontinued operations subsequent to those years. The financial data as of September 30, 2003 and 2002, and for each of the nine-month periods then ended, have been derived from Titan's unaudited condensed consolidated financial statements which include, in the opinion of Titan's management, all adjustments, consisting of normal recurring adjustments, necessary to present fairly the results of operations and financial position of Titan for the periods and dates presented. Operating results for the nine months ended September 30, 2003 are not necessarily indicative of results to be expected for the full fiscal year. This data should be read in conjunction with the respective audited and unaudited consolidated financial statements of Titan, including the notes thereto, incorporated by reference in this document. See "Where You Can Find More Information."

	Nine Months Ended September 30,		Year Ended December 31,				
	2003	2002	2002	2001	2000	1999	1998
	(In thousands, except per share data)						
Income Statement Data:							
Revenues	$ 1,287,414	$ 1,012,798	$ 1,392,160	$ 974,497	$ 846,208	$ 741,225	$ 525,519
Operating profit (1)	$ 82,815	$ 1,095	$ 20,668	$ 27,711	$ 8,346	$ 78,794	$ 41,470
Income (loss) from continuing operations before discontinued operations and cumulative effect of change in accounting principle (2)	$ 28,009	$ (20,849)	$ (13,244)	$ (3,457)	$ (15,334)	$ 37,660	$ 18,540
Income (loss) from discontinued operations, net of taxes (benefit) (3)	34	(209,729)	(218,106)	(95,157)	(3,394)	97	(17,085)
Cumulative effect of change in accounting principle, net of tax benefit	—	(40,111)	(40,111)	—	—	—	(19,474)
Net income (loss)	$ 28,043	$ (270,689)	$ (271,461)	$ (98,614)	$ (18,728)	$ 37,757	$ (18,019)
Basic earnings (loss) per share:							
Income (loss) from continuing operations before discontinued operations and cumulative effect of change in accounting principle	$ 0.35	$ (0.28)	$ (0.18)	$ (0.13)	$ (0.34)	$ 0.78	$ 0.43
Income (loss) from discontinued operations, net of taxes (3)	—	(2.79)	(2.87)	(1.63)	(0.09)	0.01	(0.41)
Cumulative effect of change in accounting principle, net of taxes	—	(0.53)	(0.53)	—	—	—	(0.47)
Net income (loss)	$ 0.35	$ (3.60)	$ (3.58)	$ (1.76)	$ (0.43)	$ 0.79	$ (0.45)
Weighted average shares	79,374	75,270	75,988	58,793	52,717	47,094	41,657
Diluted earnings (loss) per share:							
Income (loss) from continuing operations before discontinued operations and cumulative effect of change in accounting principle	$ 0.33	$ (0.28)	$ (0.18)	$ (0.13)	$ (0.34)	$ 0.70	$ 0.42
Income (loss) from discontinued operations, net of taxes (3)	—	(2.79)	(2.87)	(1.63)	(0.10)	—	(0.40)
Cumulative effect of change in accounting principle, net of taxes	—	(0.53)	(0.53)	—	—	—	(0.45)
Net income (loss)	$ 0.33	$ (3.60)	$ (3.58)	$ (1.76)	$ (0.44)	$ 0.70	$ (0.43)
Weighted average shares	82,296	75,270	75,988	58,793	52,717	54,136	43,172
Cash dividends on preferred stock	$ (516)	$ (517)	$ (689)	$ (690)	$ (692)	$ (695)	$ (778)

	As of September 30, 2003	As of December 31, 2002	2001	2000	1999	1998
		(In thousands, except per share data)				
Balance Sheet Data:						
Total assets	$ 1,286,769	$ 1,297,442	$ 1,451,919	$ 951,209	$ 627,550	$ 369,923
Total debt	548,750	351,142	336,887	269,126	258,934	143,501
Company obligated mandatorily redeemable convertible preferred securities of a subsidiary trust whose sole assets are senior subordinated debentures of Titan ("5 3/4% HIGH TIDES")	—	250,000	250,000	250,000	—	—
Stockholders' equity	366,110	312,313	496,958	167,416	166,348	98,440

(1) Operating profit reflects earnings from continuing operations before interest income and expense, income taxes, and debt extinguishment charges. Operating profit includes $0.8 million of merger-related costs in the nine months ended September 30, 2003. Operating profit includes the effect of exit and restructuring charges and other of $50.1 million and $53.3 million in the nine months ended September 30, 2002, and the year ended December 31, 2002, respectively. Acquisition and integrated related charges and other reflected in operating profit were $27.8 million, $28.8 million, $13.1 million and $7.1 million in 2001, 2000, 1999 and 1998, respectively. Operating profit in 2000 reflects a valuation allowance for accounts receivable of $10.0 million and a gain on investment of $2.1 million. Operating profit in 1999 includes the effect of a gain on investment of $41.8 million. Operating profit also reflects amortization of goodwill of $10.0 million, $9.9 million, $8.0 million and $3.2 million in 2001, 2000, 1999 and 1998, respectively, amortization of purchased intangibles of $5.7 million, $3.3 million and $4.2 million in 2002 and for the nine-month periods ended September 30, 2003 and 2002, respectively, and deferred compensation charges of $27.8 million, $4.3 million, $5.5 million, $0.1 million and $0.0 million in 2002, 2001, 2000, 1999 and 1998, respectively, and $6.7 million and $24.9 million for the nine-month periods ended September 30, 2003 and 2002, respectively.

(2) Income (loss) from continuing operations includes the effect of debt extinguishment costs of $12.4 million and $9.4 million in the nine months ended September 30, 2003 and 2002, respectively, and $9.4 million and $6.3 million in 2002 and 2000, respectively.

(3) Income (loss) from discontinued operations per share is net of taxes (benefit) of $(109.3) million or $(1.44) per share, $(7.8) million or $(0.13) per share, $5.8 million or $0.11 per share, $1.4 million or $0.03 per share, and $(7.1) million or $(0.17) per share in 2002, 2001, 2000, 1999 and 1998, respectively, and $(11.0) million or $(0.14) per share and $(77.7) million or $(1.03) per share for the nine-month periods ended September 30, 2003 and 2002, respectively. The $218.1 million or $2.87 per share charge in 2002 is related to the decision to divest LinCom Wireless and a remaining commercial information technology business, to sell or close the Titan Wireless segment and to sell certain commercial information technology operations within the Cayenta segment and the AverCom business. The $0.3 million or $0.00 per share charge in the nine-month period ended September 30, 2003 is related to the exit of the Titan Wireless segment and the disposal or wind-down of Titan's commercial information technology business and LinCom Wireless business.

SELECTED HISTORICAL FINANCIAL DATA OF LOCKHEED MARTIN

The following selected financial data for each of the five years in the period ended December 31, 2002 have been derived from Lockheed Martin's audited consolidated financial statements. The selected financial data as of September 30, 2003 and 2002, and for each of the nine-month periods then ended, have been derived from Lockheed Martin's unaudited condensed consolidated financial statements which include, in the opinion of Lockheed Martin's management, all adjustments, consisting of normal recurring adjustments, necessary to present fairly the results of operations and financial position of Lockheed Martin for the periods and dates presented. Operating results for the nine months ended September 30, 2003 are not necessarily indicative of results to be expected for the full fiscal year. This data should be read in conjunction with the respective audited and unaudited consolidated financial statements of Lockheed Martin, including the notes thereto, incorporated by reference in this document. See "Where You Can Find More Information."

	As of or for the Nine Months Ended September 30		As of or for the Year Ended December 31				
	2003 (2)	2002 (3)	2002 (4)	2001 (5)	2000 (6)	1999 (7)	1998 (8)
	(In millions, except per share data)						
Income Statement Data:							
Net sales	$ 22,846	$ 18,798	$ 26,578	$ 23,990	$ 24,541	$ 24,999	$ 25,809
Operating profit (1)	$ 1,420	$ 1,474	$ 1,158	$ 833	$ 1,105	$ 1,997	$ 2,487
Earnings (loss) from continuing operations before cumulative effect of change in accounting	$ 709	$ 875	$ 533	$ 43	$ (477)	$ 729	$ 978
Net earnings (loss)	$ 709	$ 847	$ 500	$ (1,046)	$ (519)	$ 382	$ 1,001
Earnings (loss) per common share:							
Basic:							
Continuing operations before cumulative effect of change in accounting	$ 1.59	$ 1.97	$ 1.20	$ 0.10	$ (1.19)	$ 1.91	$ 2.60
Net earnings (loss)	$ 1.59	$ 1.91	$ 1.13	$ (2.45)	$ (1.29)	$ 1.00	$ 2.66
Diluted:							
Continuing operations before cumulative effect of change in accounting	$ 1.57	$ 1.94	$ 1.18	$ 0.10	$ (1.19)	$ 1.90	$ 2.57
Net earnings (loss)	$ 1.57	$ 1.88	$ 1.11	$ (2.42)	$ (1.29)	$ 0.99	$ 2.63
Cash dividends	$ 0.36	$ 0.33	$ 0.44	$ 0.44	$ 0.44	$ 0.88	$ 0.82
Balance Sheet Data:							
Total assets	$ 24,880	$ 28,919	$ 25,758	$ 27,654	$ 30,426	$ 30,261	$ 28,744
Short-term borrowings	$ —	$ —	$ —	$ —	$ 12	$ 475	$ 1,043
Current maturities of long-term debt	$ 150	$ 763	$ 1,365	$ 89	$ 882	$ 52	$ 886
Long-term debt	$ 6,073	$ 6,693	$ 6,217	$ 7,422	$ 9,065	$ 11,427	$ 8,957
Stockholders' equity	$ 6,298	$ 7,700	$ 5,865	$ 6,443	$ 7,160	$ 6,361	$ 6,137

(1) Operating profit reflects earnings from continuing operations before interest expense and income taxes.

(2) Includes the effects of a charge related to exiting the commercial mail sorting business, a loss on the early repayment of debt and a gain on the partial reversal of Space Imaging, LLC guarantee which, on a combined basis, decreased earnings from continuing operations before taxes by $168 million, $110 million after tax ($0.24 per diluted share).

(3) Includes the effect of a research and development tax credit settlement which increased earnings from continuing operations by $90 million ($0.20 per diluted share).

(4) Includes the effects of a write-down of telecommunications investments, a charge related to Russian advances and a write-down of an investment in Space Imaging and a charge related to recording of a guarantee and a research and development tax credit settlement which, on a combined basis, decreased earnings from continuing operations before income taxes by $1.1 billion, $632 million after tax ($1.40 per diluted share). In 2002, Lockheed Martin adopted FAS 142 which prohibits amortization of goodwill.

(5) Includes the effects of a write-off of an investment in Astrolink and related costs, impairment of investments in Loral Space and Americom Asia-Pacific, a loss on early repayment of debt, a gain on sale of surplus real estate and other portfolio shaping activities which, on a combined basis, decreased earnings from continuing operations before income taxes by $973 million, $651 million after tax ($1.50 per share). Also includes a gain from the disposal of a business and charges for Lockheed Martin's exit from its global telecommunications business which is included in discontinued operations and which, on a combined basis, increased the net loss by $1 billion ($2.38 per diluted share).

(6) Reflects the business combination with COMSAT Corporation effective August 2000. Includes the effects of a loss related to the divestiture of AES, a loss on the early repayment of debt, a charge related to the Globalstar guarantee, an impairment charge related to ACeS, a gain on the sale of Control Systems, a gain on sales of surplus real estate, partial reversal of a CalComp reserve and other portfolio shaping activities which, on a combined basis, decreased earnings from continuing operations before income taxes by $685 million, $951 million after tax ($2.36 per diluted share).

(7) Includes the effects of a gain from the sale of an investment in L-3, a gain on sales of surplus real estate and other portfolio shaping activities which, on a combined basis, increased earnings from continuing operations before income taxes by $249 million, $162 million after tax ($0.42 per share). Also includes a cumulative effect adjustment relating to the adoption of SOP 98-5 regarding costs of start-up activities which, resulted in a charge that reduced net earnings by $355 million ($0.93 per diluted share).

(8) Includes the effects of a loss from the non-bankruptcy shut-down of the CalComp Technology, Inc. business, a gain on sales of surplus real estate and other portfolio shaping activities which, on a combined basis, decreased earnings from continuing operations before income taxes by $162 million, $136 million after tax ($0.36 per share).

UNAUDITED PRO FORMA COMBINED CONDENSED FINANCIAL INFORMATION

The following unaudited pro forma combined condensed financial statements are based upon Lockheed Martin's and Titan's historical consolidated financial statements incorporated by reference in this document, and have been prepared to reflect the proposed merger based on the purchase method of accounting. The unaudited pro forma combined condensed statements of earnings, which have been prepared for the nine months ended September 30, 2003 and for the year ended December 31, 2002, give effect to the merger as if it had occurred at the beginning of each of the periods presented. The unaudited pro forma combined condensed balance sheet has been prepared as of September 30, 2003 and gives effect to the merger as if it had occurred on that date. Lockheed Martin prepared the unaudited pro forma adjustments based upon financial data requested from Titan, and upon preliminary estimates and assumptions. The final determination of the fair market value of the assets acquired and liabilities assumed and the final allocation of the purchase price are expected to be finalized within one year of the date of the merger and will be reflected in future filings. The final determinations may result in amounts that are materially different from the amounts reflected in the pro forma data presented herein and are subject to adjustment pending such final determinations.

The unaudited pro forma combined condensed financial statements are not necessarily indicative of actual or future financial position or results of operations that would have occurred or will occur upon completion of the merger. These statements do not include the effects of any estimated transition or restructuring costs which may be incurred in connection with integrating the operations of Titan into Lockheed Martin. It is not possible at this time to estimate the effect of such costs for pro forma purposes. Additionally, the unaudited pro forma combined condensed statements of earnings do not reflect any net cost savings or economies of scale that may have occurred had the merger been completed at the beginning of the respective periods.

The unaudited pro forma combined condensed financial statements are based upon, and should be read in conjunction with, the historical consolidated financial statements of Lockheed Martin and Titan, including the respective notes, which are incorporated by reference in this document. See "Where You Can Find More Information."

UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENTS OF EARNINGS

	For The Nine Months Ended September 30, 2003 (In $ millions, except per share data)					
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	Pro Forma Combined
Net sales	$ 22,846	$ 1,287		$ (30)	(a)	$ 24,103
Cost of sales	21,426	1,204	$ 2	(17)	(a), (b)	22,615
Earnings from operations	1,420	83	(2)	(13)		1,488
Other income and expenses, net	(17)	(10)		(7)	(c), (d)	(34)
	1,403	73	(2)	(20)		1,454
Interest expense	376	26		(14)	(d)	388
Earnings (loss) from continuing operations before income taxes	1,027	47	(2)	(6)		1,066
Income tax expense (benefit)	318	19	(2)	(2)	(e)	333
Earnings (loss) from continuing operations	$ 709	$ 28	$ —	$ (4)		$ 733
Earnings (loss) from continuing operations per common share:						
Basic:						
Weighted average shares	446.9	79.4				464.2
Per common share	$ 1.59	$ 0.35				$ 1.58
Diluted:						
Weighted average shares	450.5	82.3				469.9
Per common share	$ 1.57	$ 0.33				$ 1.56

See Accompanying Notes to Unaudited Pro Forma Combined Condensed Financial Statements.

UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENTS OF EARNINGS

	For The Year Ended December 31, 2002 (In $ millions, except per share data)					
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	Pro Forma Combined
Net sales	$ 26,578	$ 1,392		$ (29)	(a)	$ 27,941
Cost of sales	24,629	1,371	$ 1	(14)	(a), (b)	25,987
Earnings from operations	1,949	21	(1)	(15)		1,954
Other income and expenses, net	(791)	(8)		(21)	(c), (d)	(820)
	1,158	13	(1)	(36)		1,134
Interest expense	581	33		(20)	(d)	594
Earnings (loss) from continuing operations before income taxes	577	(20)	(1)	(16)		540
Income tax expense (benefit)	44	(7)	(1)	(5)	(e)	31
Earnings (loss) from continuing operations	$ 533	$ (13)	$ —	$ (11)		$ 509
Earnings (loss) from continuing operations per common share:						
Basic:						
Weighted average shares	445.1	76.0				462.4
Per common share	$ 1.20	$ (0.18)				$ 1.10
Diluted:						
Weighted average shares	452.0	76.0				471.6
Per common share	$ 1.18	$ (0.18)				$ 1.08

See Accompanying Notes to Unaudited Pro Forma Combined Condensed Financial Statements.

UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET

	As of September 30, 2003 (In $ millions)					
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	Pro Forma Combined
Assets						
Current assets:						
Cash and cash equivalents	$ 1,835	$ 32		$ (1,260)	(c), (d)	$ 607
Short-term investments	247	—				247
Receivables	3,552	347	$ 13			3,912
Inventories	2,158	32				2,190
Deferred income taxes	1,286	101	(8)	5		1,384
Other current assets	636	105	10			751
Total current assets	9,714	617	15	(1,255)		9,091
Property, plant and equipment	3,279	64		(22)	(f)	3,321
Investments in affiliates	1,089	—				1,089
Intangible assets related to contracts and programs acquired	721	—		192	(f)	913
Cost in excess of net assets acquired	7,380	466		1,533	(f), (g)	9,379
Other assets	2,697	140	(2)	(38)	(f)	2,797
	$ 24,880	$ 1,287	$ 13	$ 410		$ 26,590
Liabilities and Stockholders' Equity						
Current liabilities:						
Accounts payable	$ 1,298	$ 72				$ 1,370
Customer advances and amounts in excess of costs incurred	4,002	—	$ 13			4,015
Salaries, benefits and payroll taxes	1,241	88				1,329
Income taxes	214	—				214
Current maturities of long-term debt	150	4		$ (4)	(d)	150
Other current liabilities	1,407	118	37	37	(f)	1,599
Total current liabilities	8,312	282	50	33		8,677
Long-term debt	6,073	544		(306)	(d), (f)	6,311
Post-retirement benefit liabilities	1,514	—				1,514
Pension liabilities	852	—				852
Other liabilities	1,831	95	(37)	7	(f)	1,896
Stockholders' equity:						
Preferred stock	—	1		(1)	(c)	—
Common stock	451	1		16	(g), (h)	468
Additional paid-in capital	2,652	667		358	(c), (g), (h)	3,677
Retained earnings (deficit)	4,808	(299)		299	(g)	4,808
Treasury stock	—	(1)		1	(g)	—
Unearned ESOP shares	(25)	—				(25)
Unearned compensation	—	(2)		2	(g)	—
Accumulated other comprehensive income	(1,588)	(1)		1	(g)	(1,588)
Total stockholders' equity	6,298	366	—	676		7,340
	$ 24,880	$ 1,287	$ 13	$ 410		$ 26,590

See Accompanying Notes to Unaudited Pro Forma Combined Condensed Financial Statements.

NOTES TO UNAUDITED PRO FORMA COMBINED CONDENSED FINANCIAL STATEMENTS

(1) Purchase Price

As described in this document, Lockheed Martin has agreed to acquire each outstanding common share of Titan for $22.00 per share in cash, Lockheed Martin common stock or a combination of cash and Lockheed Martin common stock. Titan stockholders who make a cash election or a stock election will likely have the form of their merger consideration adjusted as a result of the allocation provisions of the merger agreement that require that 50% of Titan's outstanding shares of common stock be exchanged for Lockheed Martin common stock and 50% of Titan's outstanding shares of common stock be exchanged for cash. Shares of Titan common stock will be exchanged for shares of Lockheed Martin common stock based on an exchange rate determined by dividing $22.00 by the average Lockheed Martin price during a ten-day measurement period. The average Lockheed Martin price is subject to a lower and upper collar in accordance with the terms of the merger agreement. The computation of the purchase price follows (in millions):

Purchase of 100% of outstanding common shares (81.2 million shares of Titan common stock at $22.00 per share)	$1,786
Assumption of Titan stock options and warrants at fair value	149
Estimated Lockheed Martin transaction costs	6
Total purchase price	$1,941

(2) Reclassifications

Reclassifications have been reflected in the unaudited pro forma combined condensed statements of earnings and balance sheet to conform the presentation of income tax balances, assets and liabilities of discontinued operations and other items to the format used by Lockheed Martin.

(3) Pro Forma Adjustments

The following adjustments are provided to reflect the merger on a pro forma basis:

(a) To eliminate the sales and cost of sales between Lockheed Martin and Titan. No adjustments have been made to eliminate the related intercompany profit in ending inventories and the net intercompany receivables and payables at September 30, 2003, as such amounts are not considered material.

(b) To record the amortization of intangible assets related to contracts and programs acquired over an estimated composite life of 9 years and to eliminate Titan's historical amortization of intangible assets.

(c) To reduce cash, stockholders' equity and interest income due to Titan's use of $14 million of cash to redeem its cumulative convertible preferred stock prior to closing and Lockheed Martin's use of $899 million of cash and short-term investments in the acquisition of 50% of Titan's common stock and estimated transaction costs.

(d) To reduce interest expense, interest income and cash to reflect Lockheed Martin's use of $347 million of cash to repay borrowings outstanding under Titan's line of credit.

(e) To record the federal income tax effect, using the 35% statutory rate, related to the net pro forma adjustments.

(f) To record the estimated fair values of the intangible assets related to contracts and programs acquired and cost in excess of net assets acquired (goodwill), as well as to adjust the other assets and liabilities of Titan to their estimated fair value.

(g) To eliminate Titan's historical cost in excess of net assets acquired (goodwill) and stockholders' equity balances.

(h) To record the assumed issuance of 17.34 million shares of Lockheed Martin common stock at an average price of $51.5125 per share and to record the assumption of Titan's stock options and warrants at their estimated fair value.

(4) Computation of Pro Forma Earnings Per Common Share:

	Nine Months Ended September 30, 2003	Year Ended December 31, 2002
	(In millions, except per share data)	
Pro Forma Basic Earnings Per Common Share:		
Earnings from continuing operations	$ 733	$ 509
Average number of common shares outstanding for basic earnings per share	464.2	462.4
Pro forma basic earnings per share from continuing operations	$ 1.58	$ 1.10
Pro Forma Diluted Earnings Per Common Share:		
Earnings from continuing operations	$ 733	$ 509
Average number of common shares outstanding for basic earnings per share	464.2	462.4
Dilutive stock options — based on the treasury stock method	5.7	9.2
Average number of common shares outstanding for diluted earning per share	469.9	471.6
Pro forma diluted earnings per share from continuing operations	$ 1.56	$ 1.08

RATIO OF EARNINGS TO FIXED CHARGES

Titan

The following sets forth Titan's historical consolidated ratio of earnings to fixed charges for the periods shown:

Nine Months Ended September 30,		Years Ended December 31				
2003	2002	2002	2001	2000	1999	1998
2.3x	0.1x	0.6x	0.8x	0.3x	3.4x	2.7x

For purposes of computing the ratio of earnings to fixed charges, "earnings" consist of income or losses from continuing operations before income taxes plus fixed charges and "fixed charges" consist of interest expense, including amortization of debt discount and expense, and the estimated interest factor attributable to rentals. The computations reflect the reclassification of specified debt extinguishment costs. The amounts of the deficiencies in Titan's "earnings" to cover its "fixed charges" on a one-to-one basis during 2000, 2001 and 2002 and the nine months ended September 30, 2002 were $30.3 million, $7.2 million, $19.7 million and $31.8 million, respectively.

Lockheed Martin

The following sets forth Lockheed Martin's historical consolidated ratio of earnings to fixed charges for the periods shown:

Nine Months Ended September 30,		Years Ended December 31				
2003	2002	2002	2001	2000	1999	1998
3.5x	3.4x	1.9x	1.3x	1.2x	2.4x	2.8x

For purposes of computing the ratio of earnings to fixed charges, "earnings" consists of income or losses from continuing operations before income taxes plus "fixed charges" plus losses of equity method investments less undistributed earnings of equity method investments less interest capitalized. "Fixed charges" consists of interest expense on all indebtedness, including amortization of debt discount or premium, interest capitalized and the estimated interest factor attributable to rentals.

Pro Forma Combined

The following sets forth the pro forma combined ratio of earnings to fixed charges for the year ended December 31, 2002 and the nine months ended September 30, 2003. The data presented below should be read in conjunction with the "Unaudited Pro Forma Combined Condensed Financial Information" in this document.

Pro Forma Combined	
Nine Months Ended September 30, 2003	Year Ended December 31, 2002
3.4x	1.8x

USE OF PROCEEDS

Neither Titan nor Lockheed Martin will receive any cash proceeds from the issuance of the exchange notes or the guarantees offered hereby.

THE CONSENT SOLICITATION

The purpose of the consent solicitation is to satisfy one of the conditions to Lockheed Martin's obligations to complete the proposed merger between Lockheed Martin and Titan.

Terms of the Consent Solicitation

Concurrently with the exchange offer, Titan is soliciting your consent to amend the indenture governing the notes to:

- provide that the merger does not require a change in control offer, as defined in the indenture, to be made to the holders of the notes;
- eliminate most of the restrictive covenants and the reporting requirements contained in the indenture;
- modify the event of default provisions; and
- release the subsidiaries of Titan from their guarantees under the indenture.

In addition, Titan is seeking your consent to provide for the termination of the registration rights agreement. Titan is seeking consents to all of the proposed amendments as a single proposal. The holders of at least a majority in aggregate principal amount of the outstanding notes, whose consents are referred to as the requisite consents, must consent to the proposed amendments for them to be effective. As soon as the requisite consents are received, Titan will execute an amendment to the registration rights agreement and execute the supplemental indenture, all conditioned upon completion of the merger. The proposed amendments will not become operative until immediately prior to the completion of the merger. If the merger is not completed, the proposed amendments will not become operative. If the proposed amendments become operative, the terms of the outstanding notes and the exchange notes will be amended as described under "— The Proposed Amendments."

Holders of outstanding notes who return their consent to the proposed amendments prior to the consent fee deadline will receive a consent fee, if the requisite consents are received and the merger is completed, as described below. **If your consent is not received by the consent fee deadline, you will not receive the consent fee**. In addition, Lockheed Martin is offering to fully and unconditionally guarantee both the outstanding notes and the exchange notes, if the requisite consents are received and the merger is completed.

Solely for reasons of administration, Titan has fixed the close of business on , 2003 as the record date for the consent solicitation for purposes of determining the persons to whom Titan will initially mail this prospectus and the related documents. There will be no fixed record date for determining holders of the outstanding notes entitled to participate in this consent solicitation and all holders of outstanding notes may consent to the proposed amendments.

Consent Fee and Consent Fee Deadline

If you consent to the proposed amendments prior to the consent fee deadline, you will receive a consent fee equal to % of the principal amount of outstanding notes you tender if the requisite consents are received and the merger is completed. **If your consent is not received by the consent fee deadline, you will not receive the consent fee**. See "Procedures for Tendering Outstanding Notes and Delivering Consents" for information on how to deliver your consent to the proposed amendments.

The consent fee deadline is 5:00 p.m., New York City time, on , 2003, unless Titan extends the consent fee deadline, in which case the consent fee deadline is the latest date and time to which Titan extends the consent fee deadline.

Lockheed Martin Guarantee

If the supplemental indenture becomes operative, Lockheed Martin will become a guarantor of the notes. If added as a guarantor, Lockheed Martin will fully and unconditionally guarantee the due and punctual payment of the principal of or interest, if any, in respect of the notes when and as the same shall become due and payable. Obligations under the Lockheed Martin guarantee will be unsecured and unsubordinated obligations of Lockheed Martin and will rank *pari passu* with Lockheed Martin's other unsecured and unsubordinated indebtedness. Upon payment of the principal of and accrued and unpaid interest, if any, on all notes, Lockheed Martin will be subrogated to all rights of the holders of the notes against Titan in respect of any amounts paid by Lockheed Martin pursuant to the provisions of the indenture. If the proposed amendments become operative, Lockheed Martin will guarantee all of the notes, whether tendered in the exchange offer or not.

Expiration Date

The expiration date for the consent solicitation is 5:00 p.m., New York City time, on , 2004, unless Titan extends the consent solicitation, in which case the expiration date of the consent solicitation is the latest date and time to which Titan extends the consent solicitation.

Extensions

In order to extend the consent solicitation or consent fee deadline, Titan will:

- notify the exchange agent and dealer-manager and solicitation agent of any extension by oral or written communication; and
- issue a press release or other public announcement, which will report the approximate number of consents received, before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

During any extension of the consent solicitation or consent fee deadline, all consents previously received and not validly withdrawn will remain valid.

Titan reserves the right:

- to delay accepting any consents;
- to amend the terms of the consent solicitation in any respect;
- to extend the consent fee deadline or expiration date; or
- if, in the opinion of Titan's counsel, the completion of the consent solicitation would violate any law or interpretation of the staff of the SEC, to terminate or amend the consent solicitation by giving oral or written notice to the exchange agent and the dealer-manager and solicitation agent.

Any delay in acceptance, extension, termination, or amendment will be followed as soon as practicable by a press release or other public announcement. If Titan amends the consent solicitation in a manner that it determines constitutes a material change, Titan will promptly disclose that amendment by means of a prospectus supplement that will be distributed to the registered holders of the outstanding notes, and Titan will extend the consent solicitation for the requisite period of time, depending upon the significance of the amendment and the manner of disclosure to the registered holders, if the consent solicitation would have otherwise expired.

The Proposed Amendments

Titan is seeking your consent to amend the provisions of the indenture governing the notes as described below.

If the requisite consents are received, the proposed amendments to the indenture will be set forth in a supplemental indenture to be executed by Titan, Lockheed Martin, a wholly owned subsidiary of Lockheed Martin and the trustee as promptly as practicable. The proposed amendments will become effective when the supplemental indenture is executed. Once the proposed amendments become effective, the consents will be irrevocable. However, the proposed amendments will not become operative until immediately prior to the

completion of the merger, and only if the merger is completed. If the merger is not completed, the proposed amendments will not become operative. Until that point, the indenture, without giving effect to the proposed amendments, will remain in effect. If the requisite consents are not received and accepted by Titan, the supplemental indenture will not be executed and will not become operative.

A copy of the proposed form of supplemental indenture has been filed as an exhibit to the registration statement of which this prospectus forms a part. If the proposed amendments become operative, the indenture, as amended, will apply equally to holders of the outstanding notes and the exchange notes.

To implement the proposed amendments, Titan must obtain the consent of both the trustee and the consent of the holders of a majority in aggregate principal amount of the outstanding notes. By validly delivering your consent to the proposed amendments in accordance with the procedures described in this prospectus, you will be directing the trustee to consent to the proposed amendments, as well as providing your own consent to the proposed amendments. The trustee will consent if the requisite consents are obtained. If Titan obtains the consent from at least a majority in aggregate principal amount of the outstanding notes and the merger is completed, the proposed amendments will become operative.

Set forth below is a summary of the provisions Titan proposes to eliminate:

Location	Restrictive Covenants
Section 4.5 of the indenture	*Taxes.* This provision requires Titan to pay all material taxes, assessments and government levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment would not have a material adverse effect on Titan's ability to satisfy its obligations under the outstanding notes.
Section 4.6 of the indenture	*Stay, Execution and Usury Laws.* This provision prohibits Titan from insisting upon, pleading, or in any manner whatsoever claiming or taking the benefit or advantage of, any stay, extension or usury law that may affect the covenants or the performance of the indenture.
Section 4.7 of the indenture	*Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock.* This provision prohibits Titan from directly or indirectly, issuing, assuming, guaranteeing, incurring, becoming directly or indirectly liable with respect to, or otherwise becoming responsible for, any indebtedness, except for specified permitted indebtedness.
Section 4.9 of the indenture	*Limitation on Restricted Payments.* This provision prohibits Titan from making certain payments, including the payment of dividends, unless after giving effect to the payment, there is no event of default under the indenture and the aggregate amount of any restricted payments does not exceed a level specified in the Indenture.

Location	Restrictive Covenants
Section 4.10 of the indenture	*Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries.* This provision prohibits Titan from entering into any restrictions on its ability or the ability of its subsidiaries to pay dividends or to transfer assets or property except in certain instances identified in the Indenture.
Section 4.11 of the indenture	*Limitation on Transactions with Affiliates.* This provision prohibits Titan and its subsidiaries from entering into any contract or other agreement with any affiliate, as defined in the indenture, unless certain conditions are met, including that the agreement is on terms no less favorable than Titan could have obtained in an arm's-length transaction with a non-affiliate.
Section 4.12 of the indenture	*Limitation on Sale of Assets and Subsidiary Stock.* This provision prohibits Titan and its subsidiaries from undertaking a sale of its or its subsidiaries' assets or the stock of its subsidiaries unless certain conditions are met.
Section 4.13 of the indenture	*Repurchase of Notes at the Option of the Holder Upon a Change of Control.* This provision grants to each holder of outstanding notes the right, at the holder's option, to require Titan to repurchase all or any part of the holder's outstanding notes upon the occurrence of a change of control, as defined in the indenture.
Section 4.14 of the indenture	*Limitation on Layering Indebtedness.* This provision prohibits Titan and its subsidiaries from incurring any indebtedness that is contractually subordinate in right of payment to any of Titan's other indebtedness unless the indebtedness is contractually subordinate in right of payment to, or ranks *pari passu* with, the outstanding notes.
Section 4.15 of the indenture	*Subsidiary Guarantors.* This provision identifies certain of Titan's subsidiaries as guarantors of the outstanding notes.
Section 4.16 of the indenture	*Limitation on Status as Investment Company.* This provision prohibits Titan and its subsidiaries from being required to register as an investment company, as defined in the Investment Company Act of 1940, as amended, or from becoming subject to regulation under that act.
Section 4.17 of the indenture	*Maintenance of Properties and Insurance.* This provision requires Titan to cause all material properties used or useful to the conduct of its business or the business of its subsidiaries to be maintained and kept in good condition, repair and working order.

In addition to the above deletions, Titan will add or amend specified provisions of the indenture. Set forth below is a summary of the material differences between the indenture, as currently comprised, and the indenture, as proposed to be amended. Capitalized terms used below but not defined herein have the meanings ascribed to them in the section "Description of the Exchange Notes."

Provision of Current Indenture	Provision of Amended Indenture
SEC Reports (Section 4.3)	
Titan must provide to the trustee and to the holders of the outstanding notes, copies of all reports that it files with the Commission and any additional information that it is required by the Commission to file with respect to its compliance with the conditions and covenants set forth in the indenture or, if it is not required to file with the Commission, provide such information to the trustee which would have been required pursuant to Section 13 or 15(d) of the Exchange Act.	Titan and Lockheed Martin must file with the trustee within 15 days after it files them with the Commission copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) which Titan and Lockheed Martin is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act. Titan and Lockheed Martin also shall comply with Section 314(a) of the Trust Indenture Act.
Encumbrance of Assets; Liens (Section 4.8)	
Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, create, incur, assume or suffer to exist any Lien of any kind, other than Permitted Liens, upon any of their respective assets owned or acquired on or after the date of the Indenture or upon any income or profits therefrom securing any of Titan's Indebtedness or any Indebtedness of any Guarantor unless Titan provides, and causes Titan's Subsidiaries to provide, concurrently therewith, that the outstanding notes and the applicable Guarantees are equally and ratably so secured; provided that if such Indebtedness is Subordinated Indebtedness, the Lien securing such Subordinated Indebtedness shall be contractually subordinate and junior to the Lien securing the outstanding notes (and any related applicable Guarantees) with the same relative priority as such Subordinated Indebtedness shall have with respect to the outstanding notes (and any related applicable Guarantees).	If Lockheed Martin, or any restricted subsidiary of Lockheed Martin, pledges or mortgages any of its property to secure any debt, then Lockheed Martin will, unless an exception applies, pledge or mortgage the same property to the trustee to secure the exchange notes for as long as such debt is secured by such property. This restriction will not apply in certain situations. Assets may be encumbered if the encumbrance is a permitted lien, without regard to the amount of debt secured by the encumbrance. Assets also may be encumbered if the sum of the following does not exceed 10% of Lockheed Martin's consolidated net tangible assets: (1) the amount of debt secured by such assets, plus (2) the amount of other secured debt not permitted by this restriction, excluding debt that is secured by a permitted lien, plus (3) the total amount of secured debt existing at the date of the Indenture, plus (4) the total amount of attributable debt in respect of certain sale-leaseback transactions.

Provision of Current Indenture	Provision of Amended Indenture
Sale-Leaseback Transactions (New Section 4.19)	
Sale-leaseback transactions are deemed to be "Asset Sales" and limitations thereon contained in the Indenture are summarized below.	The indenture will generally restrict Lockheed Martin's ability and the abilities of certain of its subsidiaries to enter into sale-leaseback transactions, unless: (1) the lease has a term of three years or less; (2) the lease is between Lockheed Martin and a restricted subsidiary or between restricted subsidiaries of Titan; (3) Lockheed Martin or a restricted subsidiary could create a lien under the indenture on the property to secure debt at least equal in amount to the attributable debt for the lease; (4) Lockheed Martin or a Subsidiary owns or acquires other property which will be made a principal property and is determined by the Lockheed Martin board of directors to have a fair value at least equal to the attributable debt incurred; or (5) Lockheed Martin or a restricted subsidiary makes an optional prepayment in cash under specified circumstances set forth in the Indenture.
Successors (Article V)	
Titan is not permitted to consolidate with or merge with or into another Person or, directly or indirectly, sell, lease, convey or transfer all or substantially all of its assets (such amounts to be computed on a consolidated basis), whether in a single transaction or a series of related transactions, to another Person or group of affiliated Persons, unless: (1) either (a) Titan is the continuing entity or (b) the resulting, surviving or transferee entity is a corporation organized under the laws of the United States, any state thereof or the District of Columbia and expressly assumes by supplemental indenture all of Titan's obligations in connection with the outstanding notes and the Indenture; (2) no Default or Event of Default shall exist or shall occur immediately after giving effect on a *pro forma* basis to such transaction; (3) immediately after giving effect to such transaction on a *pro forma basis*, the consolidated resulting, surviving or transferee entity would immediately thereafter be permitted to incur at least $1.00 of	Neither Titan nor Lockheed Martin may consolidate with or merge into another entity or transfer all or substantially all of its assets to another entity unless: (1) the successor entity assumes all of the obligations under the notes, the Lockheed Martin guarantee, as applicable, and the indenture; (2) immediately after giving effect to the transaction, no event of default and no circumstances which, after notice or lapse of time or both, would become an event of default, shall have happened and be continuing; and (3) Titan or Lockheed Martin, as applicable, has delivered to the trustee an officers' certificate confirming that it has complied with the Indenture. Finally, the amended article will specifically allow for the surviving entity in a merger to be a limited liability company.

Provision of Current Indenture	Provision of Amended Indenture
Successors (Article V)	
additional Indebtedness pursuant to the Debt Incurrence Ratio set forth in the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock"; and	
(4) each Guarantor, shall have by amendment to its Guarantee and, as applicable the Indenture, if necessary, confirmed in writing that its Guarantee shall apply to the obligations of Titan or the surviving entity in accordance with the outstanding notes and the Indenture.	
Upon any consolidation or merger or any transfer of all or substantially all of Titan's assets in accordance with the foregoing, the successor corporation formed by such consolidation or into which Titan is merged or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for, and may exercise every right and power of, Titan under the Indenture with the same effect as if such successor corporation had been named therein as Titan, and (except in the case of a lease) Titan shall be released from the obligations under the outstanding notes and the Indenture except with respect to any obligations that arise from, or are related to, such transaction.	

Provision of Current Indenture	Provision of Amended Indenture

Events of Default
(Article VI)

The Indenture defines an "Event of Default" as:

(1) Titan's failure to pay any installment of interest (or Liquidated Damages, if any) on the outstanding notes as and when the same becomes due and payable and the continuance of any such failure for 30 days;

(2) Titan's failure to pay all or any part of the principal, or premium, if any, on the outstanding notes when and as the same becomes due and payable at maturity, redemption, by acceleration or otherwise, including, without limitation, payment of the Change of Control Purchase Price or the Asset Sale Offer Price, on outstanding notes validly tendered and not properly withdrawn pursuant to a Change of Control Offer or Asset Sale Offer, as applicable;

(3) Titan's failure or the failure by any of Titan's Subsidiaries to observe or perform any other covenant or agreement contained in the outstanding notes or the Indenture and, except for the covenants under the headings "Repurchase of Notes at the Option of the Holder Upon a Change of Control," "Limitation on Sale of Assets and Subsidiary Stock," "Merger, Consolidation or Sale of Assets" and "Limitation on Restricted Payments" in the Indenture, the continuance of such failure for a period of 30 days after written notice is given to Titan by the Trustee or to Titan and the Trustee by the Holders of at least 25% in aggregate principal amount of the outstanding notes outstanding;

(4) certain events of bankruptcy, insolvency or reorganization in respect of Titan or any of Titan's Significant Subsidiaries;

(5) a default in Titan's Indebtedness or the Indebtedness of any of Titan's Subsidiaries with an aggregate amount outstanding in excess of $10.0 million (a) resulting from the failure to pay principal at stated maturity or (b) as a result of which the maturity of such Indebtedness has been accelerated prior to its stated maturity;

(6) final unsatisfied judgments not covered by insurance aggregating in excess of $10.0 million, at any one time rendered against Titan or any of

The following are "events of default" under the Indenture, as amended:

(1) failure to pay the principal or any premium on the Titan notes when due;

(2) failure for 30 days to pay interest on any exchange notes when due;

(3) failure to perform any other covenant in the indenture that continues for 90 days after Titan has been given written notice of such failure; or

(4) certain events in bankruptcy, insolvency or reorganization of Lockheed Martin or Titan.

The trustee may withhold notice to the holders of any default, except a payment default, if it considers such action to be in the holders' interests.

If an event of default occurs and continues, the trustee, or the holders of at least 25% in aggregate principal amount of the Titan notes, may declare the entire principal of all the Titan notes to be due and payable immediately. If this happens, subject to certain conditions, the holders of a majority of the aggregate principal amount of the Titan notes can void the acceleration of payment.

The Indenture provides that the trustee has no obligation to exercise any of its rights at the direction of any holders, unless the holders offer the trustee reasonable indemnity. If they provide this indemnification, the holders of a majority in principal amount of the Titan notes have the right to direct any proceeding, remedy, or power available to the trustee.

Provision of Current Indenture	Provision of Amended Indenture

Titan's Subsidiaries and not stayed, bonded or discharged within 60 days; and

(7) any Guarantee of a Guarantor ceases to be in full force and effect or becomes unenforceable or invalid or is declared null and void (other than in accordance with the terms of the Guarantee and the Indenture) or any Guarantor denies or disaffirms its Obligations under its Guarantee.

The Indenture provides that if a Default occurs and is continuing, the Trustee must, within 90 days after the occurrence of such Default, give to the Holders notice of such Default.

If an Event of Default occurs and is continuing (other than an Event of Default specified in clause (4) above relating to Titan or any of Titan's Significant Subsidiaries) then in every such case, unless the principal of all of the outstanding notes shall have already become due and payable, either the Trustee or the Holders of at least 25% in aggregate principal amount of the outstanding notes then outstanding, by notice in writing to Titan (and to the Trustee if given by Holders), (an "Acceleration Notice"), may declare all principal, determined as set forth below, and accrued interest (and Liquidated Damages, if any) thereon to be due and payable immediately. In the event a declaration of acceleration resulting from an Event of Default described in clause (5) above with respect to any Senior Debt outstanding pursuant to the Credit Agreement has occurred and is continuing, such declaration of acceleration shall be automatically annulled if such default is cured or waived or the holders of the Indebtedness which is the subject of such default have rescinded their declaration of acceleration in respect of such Indebtedness within 30 days thereof and the Trustee has received written notice or such cure, waiver or rescission and no other Event of Default described in clause (5) above has occurred that has not been cured or waived within 30 days of the declaration of such acceleration in respect of such Indebtedness.

If an Event of Default specified in clause (4) above, relating to Titan or any of Titan's Significant Subsidiaries occurs, all principal and accrued interest (and Liquidated Damages, if any) thereon will be immediately due and payable on all outstanding notes without any declaration or other act on the part of the Trustee or the Holders. The Holders of a majority in aggregate principal amount of outstanding notes

Provision of Current Indenture	Provision of Amended Indenture
generally are authorized to rescind such acceleration if all existing Events of Default, other than the non-payment of the principal of, premium, if any, and interest on the outstanding notes which have become due solely by such acceleration and except a Default with respect to any provision requiring a supermajority approval to amend, which Default may only be waived by such a supermajority, have been cured or waived.	

The Registration Rights Amendment

Under the terms of a registration rights agreement between Titan and holders of the outstanding notes, Titan is obligated to complete an exchange offer in which the outstanding notes would be exchanged for a series of notes issued by Titan identical in all respects to the outstanding notes but registered under the Securities Act within 40 days after a registration statement relating to such an exchange offer was first declared effective by the SEC. This prospectus forms a part of the registration statement Titan filed to meet its obligations under the registration rights agreement, which first became effective on September 10, 2003. However, because of the proposed merger with Lockheed Martin, Titan did not complete the exchange offer within 40 days of the registration statement first becoming effective as required by the registration rights agreement. As a result, Titan was in breach of its obligations under the registration rights agreement, and the outstanding notes began accruing liquidated damages on October 20, 2003 as explained below.

With respect to the first 90-day period immediately following October 20, 2003, liquidated damages accrue over and above the stated interest rate on the outstanding notes at a rate equal to 0.25% per year. The rate at which the liquidated damages will accrue will increase by an additional 0.25% per year with respect to each subsequent 90-day period, up to a maximum aggregate rate of 2.0% per year, until the exchange offer is completed. All accrued liquidated damages will be paid by Titan along with regular interest payments on each regularly scheduled interest payment date.

Accrual of additional liquidated damages on the outstanding notes will cease upon completion of the exchange offer. Any accrued and unpaid liquidated damages at that time will be paid at the next regularly scheduled interest payment date.

If the proposed amendments become operative, the registration rights agreement will terminate.

The Subsidiary Guarantee Releases

The outstanding notes are jointly and severally irrevocably and unconditionally guaranteed on a senior subordinated basis by certain of Titan’s present and future domestic subsidiaries. Assuming that the proposed amendments become operative, Titan’s subsidiaries will no longer be guarantors of the outstanding notes, and their guarantees of Titan’s obligations under the outstanding notes will be released.

Adoption of the Proposed Amendments to the Indenture

The proposed amendments to the indenture will be set forth in a supplemental indenture to be executed by Titan, Lockheed Martin, a wholly owned subsidiary of Lockheed Martin, and the trustee as promptly as practicable after receipt of the requisite consents. Consents received before the supplemental indenture is executed will become irrevocable once the supplemental indenture is executed, but the proposed amendments will not become operative until immediately prior to the completion of the merger, and only if the merger is completed. If the merger is not completed, the proposed amendments will not become operative. Until that point, the indenture, without giving effect to the proposed amendments, will remain in effect. If the requisite consents are not received by Titan, the supplemental indenture will not be executed and will not become operative.

The indenture will remain in effect in the form in which it currently exists until the proposed amendments become operative as described above, whereupon the indenture will be modified as provided in the proposed amendments.

Exchange Agent

Titan has appointed Deutsche Bank Trust Company Americas as exchange agent for the exchange offer and consent solicitation. Letters of transmittal, certificates representing outstanding notes and other documentation should be delivered to the exchange agent. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery should be directed to the exchange agent at the following addresses:

By Overnight Courier:
DB Services Tennessee, Inc.
Corporate Trust & Agency
Services, Reorganization Unit
648 Grassmere Park Road
Nashville, Tennessee 37211
Attn: Karl Shepherd

By Hand Delivery:
Deutsche Bank Trust Company Americas
c/o The Depository Trust Clearing Corporation
55 Water Street, 1st Floor
Janette Park Entrance
New York, New York 10041

By Mail:
DB Services Tennessee, Inc.
Reorganization Unit
P.O. Box 292737
Nashville, Tennessee 37229-2737

By facsimile: (eligible institutions only) (615) 835-3701
For information: (800) 735-7777
For confirmation by telephone: (615) 835-3572

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

Information Agent

Titan has appointed Morrow & Co., Inc. as information agent for the exchange offer and consent solicitation. Questions and requests for assistance, requests for additional copies of this prospectus or of the letters of transmittal should be directed to the information agent at the following address and telephone number:

Morrow & Co., Inc.
445 Park Avenue
New York, New York 10022
Banks and Brokerage Firms: (800) 654-2468
Bondholders: (800) 607-0088

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the information agent.

Dealer-Manager and Solicitation Agent

Titan has appointed Credit Suisse First Boston LLC as dealer-manager and solicitation agent for the consent solicitation. Questions and requests for assistance may also be directed to the dealer-manager and solicitation agent at the address and phone number listed below:

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010
(212) 325-2000

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the dealer-manager.

Conditions to the Proposed Amendments

Adoption of the proposed amendments pursuant to the consent solicitation is conditioned upon receipt of the requisite consents from holders of outstanding notes and completion of the proposed merger.

Fees and Expenses

Lockheed Martin and Titan will each pay certain expenses incurred in connection with the exchange offer and consent solicitation as described under "The Exchange Offer — Fees and Expenses."

Consequences of Your Failure to Consent

If your consent is not received by the exchange agent by the consent fee deadline, you will not be paid a consent fee. Receipt of the requisite consents from holder of outstanding notes is also a condition to completion of the proposed merger. If the requisite consents are not received, the proposed merger may not be completed, the supplemental indenture will not be executed, the proposed amendments will not become operative, Lockheed Martin will not become a guarantor of the notes and you will not receive the consent fee. If the requisite consents are obtained and the proposed merger is completed, your notes will be governed by the terms of the indenture, as amended by the supplemental indenture, even if you do not consent.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

Titan sold the outstanding notes on May 15, 2003, pursuant to a purchase agreement, dated as of May 15, 2003, between Titan and Credit Suisse First Boston LLC, Goldman, Sachs & Co. and Wachovia Securities, Inc. which are referred to in this prospectus as the initial purchasers. The initial purchasers subsequently sold the outstanding notes to "qualified institutional buyers," as defined in Rule 144A under the Securities Act, in reliance on Rule 144A and to persons outside the U.S. in reliance on Regulation S under the Securities Act.

As a condition to the initial sale of the outstanding notes, Titan and the initial purchasers entered into a registration rights agreement dated as of May 15, 2003. Pursuant to the registration rights agreement, Titan agreed to:

- file a registration statement under the Securities Act with respect to the exchange notes with the SEC by August 13, 2003;
- use its reasonable best efforts to cause the registration statement to become effective under the Securities Act on or before December 11, 2003 and to remain effective for at least 20 business days after the date notice of the exchange offer is mailed to noteholders;
- use its reasonable best efforts to keep the exchange offer open for at least 40 days after the registration statement has been declared effective; and
- use its reasonable best efforts to keep the registration statement continuously effective under the Securities Act and to supplement and amend the prospectus contained therein as required to ensure that it is available for sales of exchange notes for a period of up to 180 days after the completion of the exchange offer, or for such longer period as provided by the registration rights agreement.

Under the terms of the registration rights agreement, Titan was obligated to complete an exchange offer for a series of notes identical in all respects to the outstanding notes outstanding under the indenture but registered under the Securities Act, within 40 days after a registration statement relating to such an exchange offer was first declared effective by the SEC. This prospectus forms a part of the registration statement Titan filed for this purpose on July 9, 2003 and which first became effective on September 10, 2003. However, because of the proposed merger with Lockheed Martin, Titan did not complete the exchange offer within 40 days of September 10, 2003, and Titan became obligated to pay liquidated damages beginning on that date. See the section entitled "The Proposed Amendments — The Registration Rights Agreement."

Titan agreed to issue and exchange the exchange notes for all outstanding notes validly tendered and not validly withdrawn before the expiration of the exchange offer. Titan is sending this prospectus, together with a letter of transmittal, to all the beneficial holders known to Titan. For each outstanding note validly tendered to Titan pursuant to the exchange offer and not validly withdrawn, the holder will receive an exchange note having a principal amount equal to that of the tendered outstanding note. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part. The registration statement is intended to satisfy some of Titan's obligations under the registration rights agreement.

The term "holder" with respect to the exchange offer means any person in whose name outstanding notes are registered on the trustee's books or any other person who has obtained a properly completed bond power from the registered holder, or any person whose outstanding notes are held of record by DTC, who desires to deliver the outstanding note by book-entry transfer at DTC.

Resale of the Exchange Notes

Titan believes that you will be allowed to resell the exchange notes to the public without registration under the Securities Act, and without delivering a prospectus that satisfies the requirements of Section 10 of the

Securities Act, if you can make the representations set forth below under "— Procedures for Tendering Outstanding Notes." However, if you intend to participate in a distribution of the exchange notes, are a broker-dealer that acquired the outstanding notes from Titan in the initial offering with an intent to distribute those notes and not as a result of market-making activities or are an "affiliate" of Titan as defined in Rule 405 of the Securities Act, you will not be eligible to participate in the exchange offer and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of your notes.

Titan bases its view on interpretations by the staff of the SEC in no-action letters issued to other issuers in exchange offers similar to this exchange offer. However, Titan has not asked the SEC to consider this particular exchange offer in the context of a no-action letter. Therefore, you cannot be sure that the SEC will treat it in the same way it has treated other exchange offers in the past.

A broker-dealer that has acquired outstanding notes as a result of market-making or other trading activities has to deliver a prospectus in order to resell any exchange notes it receives for its own account in the exchange offer. This prospectus may be used by such broker-dealer to resell any of its exchange notes. Titan has agreed in the registration rights agreement to send this prospectus to any broker-dealer that requests copies for a period of up to 180 days after the completion of the exchange offer, or for such longer period as provided by the registration rights agreement. See the section entitled " Distribution" for more information regarding broker-dealers.

The exchange offer is not being made to, nor will Titan accept tenders for exchange from, holders of outstanding notes in any jurisdiction in which this exchange offer or the acceptance of the exchange offer would not be in compliance with the securities or blue sky laws.

The exchange offer is not subject to any federal or state regulatory requirements other than securities laws.

Terms of the Exchange Offer

General. Based on the terms and conditions set forth in this prospectus and in the letter of transmittal, Titan will accept any and all outstanding notes validly tendered and not validly withdrawn on or before the expiration date.

Subject to the minimum denomination requirements of the exchange notes, Titan will issue $1,000 principal amount of exchange notes in exchange for each $1,000 principal amount of outstanding notes validly tendered pursuant to the exchange offer and not validly withdrawn on or before the expiration date. Holders may tender some or all of their outstanding notes pursuant to the exchange offer. However, outstanding notes may be tendered only in amounts that are integral multiples of $1,000 principal amount.

The form and terms of the exchange notes are the same as the form and terms of the outstanding notes except that:

- the exchange notes will be registered under the Securities Act and, therefore, the exchange notes will not bear legends restricting the transfer of the exchange notes, and
- holders of the exchange notes will not be entitled to any of the exchange offer provisions under the registration rights agreement or the liquidated damages provisions of the registration rights agreement, which provisions will terminate upon the completion of the exchange offer.

The exchange notes of a particular series will evidence the same indebtedness as the outstanding notes of that same series, which they replace, and will be issued under, and be entitled to the benefits of, the same indenture that governs the outstanding notes, subject to amendment as discussed in this prospectus. As a result, both the exchange notes of a particular series and the outstanding notes of that same series will be treated as a single series of debt securities under the indenture. The exchange offer does not depend on any minimum aggregate principal amount of outstanding notes being tendered for exchange.

If the proposed amendments become operative, the terms of both the outstanding notes and the exchange notes will be amended as described under "The Consent Solicitation — The Proposed Amendments."

As of the date of this prospectus, $200 million in aggregate principal amount of the outstanding notes is outstanding, all of which is registered in the name of Cede & Co., as nominee for DTC. Solely for reasons of administration, Titan has fixed the close of business on , 2003 as the record date for the exchange offer for purposes of determining the persons to whom Titan will initially mail this prospectus and the letter of transmittal. There will be no fixed record date for determining holders of the outstanding notes entitled to participate in this exchange offer and all holders of outstanding notes may tender their outstanding notes.

As a holder of outstanding notes, you do not have any appraisal or dissenters' rights or any other right to seek monetary damages in court under the Delaware General Corporation Code or the indenture governing the notes. Titan intends to conduct the exchange offer in accordance with the provisions of the registration rights agreement and the applicable requirements of the Securities Exchange Act of 1934, as amended, which is referred to in this prospectus as the Exchange Act, and the related rules and regulations of the SEC. Upon completion of the exchange offer, outstanding notes that are not tendered for exchange in the exchange offer will remain outstanding and interest on these notes will accrue at a rate equal to 8% per year, the same rate that interest will accrue on the exchange notes.

Titan will be deemed to have accepted validly tendered outstanding notes if and when Titan gives oral or written notice of its acceptance to Deutsche Bank Trust Company Americas, which is acting as the exchange agent. The exchange agent will act as agent for the tendering holders of outstanding notes for the purpose of receiving the exchange notes from Titan.

If you validly tender outstanding notes in the exchange offer, you will not be required to pay brokerage commissions or fees. In addition, subject to the instructions in the letter of transmittal, you will not have to pay transfer taxes for the exchange of outstanding notes. Lockheed Martin will pay all charges and expenses in connection with the exchange offer, other than certain applicable taxes described under "— Fees and Expenses."

Expiration Date; Extensions; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2004, unless Titan extends the exchange offer, in which case the expiration date is the latest date and time to which Titan extends the exchange offer.

In order to extend the exchange offer, Titan will:

- notify the exchange agent and the dealer-manager and solicitation agent of any extension by oral or written communication; and
- issue a press release or other public announcement, which will report the approximate number of outstanding notes tendered, before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

During any extension of the exchange offer, all outstanding notes previously validly tendered and not validly withdrawn will remain valid.

Titan reserves the right:

- to delay accepting any outstanding notes;
- to waive any condition or otherwise amend the terms of the exchange offer in any respect;
- to extend the exchange offer; or

- if, in the opinion of Titan's counsel, the completion of the exchange offer would violate any law or interpretation of the staff of the SEC, to terminate or amend the exchange offer by giving oral or written notice to the exchange agent and the dealer-manager and solicitation agent.

Any delay in acceptance, extension, termination, or amendment will be followed as soon as practicable by a press release or other public announcement. If Titan amends the exchange offer in a manner that it determines constitutes a material change, Titan will promptly disclose that amendment by means of a prospectus supplement that will be distributed to the registered holders of the outstanding notes, and Titan will extend the exchange offer for the requisite period of time, depending upon the significance of the amendment and the manner of disclosure to the registered holders, if the exchange offer would have otherwise expired.

Conditions of the Exchange Offer

Notwithstanding any other term of the exchange offer, or any extension of the exchange offer, Titan may terminate the exchange offer before acceptance of the outstanding notes if in its reasonable judgment:

- the exchange offer would violate applicable law or any applicable interpretation of the staff of the SEC; or
- any action or proceeding has been instituted or threatened in any court or by any governmental agency that might materially impair Titan's ability to proceed with or complete the exchange offer or, in any such action or proceeding, any material adverse development has occurred with respect to Titan; or
- Titan has not obtained any governmental approval which it deems necessary for the completion of the exchange offer.

If Titan, in its reasonable discretion, determines that any of the above conditions is not satisfied, it may:

- refuse to accept any outstanding notes and return all tendered outstanding notes to the tendering holders;
- extend the exchange offer and retain all outstanding notes tendered on or before the expiration date, subject to the holders' right to withdraw the tender of the outstanding notes; or
- waive any unsatisfied conditions regarding the exchange offer and accept all properly tendered outstanding notes that have not been withdrawn. If this waiver constitutes a material change to the exchange offer, Titan will promptly disclose the waiver by means of a prospectus supplement that will be distributed to the registered holders of the outstanding notes, and Titan will extend the exchange offer for a period of time that it will determine, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the exchange offer would have otherwise expired.

All conditions to the exchange offer will be satisfied or waived prior to the expiration of the exchange offer. Titan will not waive any condition of the exchange offer with respect to any noteholder unless it waives such condition for all noteholders.

Exchange Agent

Titan has appointed Deutsche Bank Trust Company Americas as exchange agent for the exchange offer. Letters of transmittal, certificates representing outstanding notes and other documentation should be delivered to the exchange agent. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery should be directed to the exchange agent at the following addresses:

By Overnight Courier:
DB Services Tennessee, Inc.
Corporate Trust & Agency
Services, Reorganization Unit
648 Grassmere Park Road
Nashville, Tennessee 37211
Attn: Karl Shepherd

By Hand Delivery:
Deutsche Bank Trust Company Americas
c/o The Depository Trust Clearing Corporation
55 Water Street, 1st Floor
Janette Park Entrance
New York, New York 10041

By Mail:
DB Services Tennessee, Inc.
Reorganization Unit
P.O. Box 292737
Nashville, Tennessee 37229-2737

By facsimile: (eligible institutions only) (615) 835-3701
For information: (800) 735-7777
For confirmation by telephone: (615) 835-3572

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

Dealer-Manager and Solicitation Agent

Titan has appointed Credit Suisse First Boston LLC as dealer-manager and solicitation agent for the exchange offer. Questions and requests for assistance may be directed to the dealer-manager and solicitation agent at the following addresses:

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010
(212) 325-2000

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the dealer-manager and solicitation agent.

Information Agent

Titan has appointed Morrow & Co., Inc. as information agent for the exchange offer and consent solicitation. Questions and requests for assistance, requests for additional copies of this prospectus or of the letters of transmittal should be directed to the information agent at the following address and telephone number:

Morrow & Co., Inc.
445 Park Avenue
New York, New York 10022
Banks and Brokerage Firms: (800) 654-2468
Bondholders: (800) 607-0088

Letters of transmittal, certificates representing outstanding notes and other documentation should not be sent to the dealer-manager and solicitation agent.

Fees and Expenses

Lockheed Martin will pay certain expenses incurred in connection with the exchange offer and consent solicitation, including filing fees, registration fees, and printing and mailing costs. Titan will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, additional solicitation may be made by facsimile, telephone, or in person by its officers and regular employees or by officers and employees of its affiliates. No additional compensation will be paid to any officers and employees who engage in soliciting tenders.

Titan will pay the exchange agent, the dealer-manager and solicitation agent and the information agent reasonable and customary fees for their services and will reimburse them for related, reasonable out-of-pocket expenses. Titan also will reimburse brokerage houses and other custodians, nominees and fiduciaries for reasonable out-of-pocket expenses they incur in forwarding copies of this prospectus, the letter of transmittal and related documents.

Titan will pay all transfer taxes, if any, applicable to the exchange of outstanding notes. If, however, exchange notes, or outstanding notes for principal amounts not tendered or accepted for exchange, are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the outstanding notes tendered, or if a transfer tax is imposed for any reason other than the exchange, then the amount of any transfer taxes will be payable by the person tendering the notes. If you do not submit satisfactory evidence of payment of those taxes or exemption from payment of those taxes with the letter of transmittal, the amount of those transfer taxes will be billed directly to you.

Consequences of Failure to Exchange

Outstanding notes that are not exchanged will remain “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act. Accordingly, they may not be offered, sold, pledged or otherwise transferred except:

- to Titan or to any of its subsidiaries;
- inside the United States to a qualified institutional buyer in compliance with Rule 144A under the Securities Act;
- inside the United States to an institutional accredited investor that, before the transfer, furnishes to the trustee a signed letter containing certain representations and agreements relating to the restrictions on transfer of the outstanding notes, the form of which you can obtain from the trustee and an opinion of counsel acceptable to us and the trustee that the transfer complies with the Securities Act;
- outside the United States in compliance with Rule 904 under the Securities Act;
- pursuant to the exemption from registration provided by Rule 144 under the Securities Act, if available;
- in accordance with another exemption from the registration requirements of the Securities Act and based upon an opinion of counsel, if Titan so requests; or
- pursuant to an effective registration statement under the Securities Act.

The liquidity of the outstanding notes could be adversely affected by the exchange offer. See “Risk Factors — If you do not participate in this exchange offer, the market for your outstanding notes may be less liquid than before the exchange offer and the market value of your outstanding notes may be lower.” Following completion of the exchange offer, Titan will not be required to register under the Securities Act any outstanding notes that remain outstanding except in the limited circumstances in which Titan is obligated pursuant to the registration rights agreement to file a shelf registration statement for certain holders of outstanding notes not eligible to participate in the exchange offer. Upon completion of the exchange offer, interest on any outstanding notes not tendered or otherwise accepted for exchange in the exchange offer will accrue at a rate equal to 8% per year, the same rate that interest will accrue on the exchange notes.

Accounting Treatment

For accounting purposes, Titan will recognize no gain or loss as a result of the exchange offer. Titan will amortize the expenses of the exchange offer and the unamortized expenses related to the issuance of the outstanding notes over the remaining term of the notes.

PROCEDURES FOR TENDERING OUTSTANDING NOTES AND DELIVERING CONSENTS

General

Procedures for tendering your outstanding notes and consenting to the proposed amendments are described below. You may tender your outstanding notes in the exchange offer without consenting to the proposed amendments, but you may not consent to the proposed amendments without tendering your outstanding notes in the exchange offer. If you do not validly tender your outstanding notes in the exchange offer on or prior to the expiration date, you will not receive exchange notes for your outstanding notes. **If you do not consent to the proposed amendments prior to the consent fee deadline, you will not receive the consent fee**.

Please follow the procedures described below if you desire to tender your outstanding notes and consent to the proposed amendments.

Procedures for Tendering and Consenting. If you wish to tender your outstanding notes and consent to the proposed amendments, you must comply with the following procedures on or prior to the expiration date:

- If you hold your outstanding notes in book-entry form, you must:
  - send a timely confirmation of a book-entry transfer of outstanding notes to the exchange agent; and
  - either:
    - complete, sign and deliver to the exchange agent the BLUE letter of transmittal; or
    - electronically transmit your acceptance of the exchange offer and your consent to the proposed amendments through DTC's ATOP system, which is described below under the heading "—Book-Entry Transfer."
- If you hold your outstanding notes in certificated form, you must:
  - deliver your certificates for outstanding notes to the exchange agent or deliver a properly executed notice of guaranteed delivery; and
  - complete, sign and deliver to the exchange agent the BLUE letter of transmittal.

Please follow the procedures described below if you desire to tender your outstanding notes without consenting to the proposed amendments.

Procedures for Tendering Without Consenting. If you wish to tender your outstanding notes without consenting to the proposed amendments, you must comply with the following procedures:

- If you hold your outstanding notes in book-entry form, you must:
  - send a timely confirmation of a book-entry transfer of outstanding notes to the exchange agent; and
  - either:
    - complete, sign and deliver to the exchange agent the GREEN letter of transmittal; or
    - electronically transmit your acceptance of the exchange offer through DTC's ATOP system, which is described below under the heading "—Book-Entry Transfer."
- If you hold your outstanding notes in certificated form, you must:
  - deliver your certificates for outstanding notes to the exchange agent or deliver a properly executed notice of guaranteed delivery; and
  - complete, sign and deliver to the exchange agent the GREEN letter of transmittal.

Your valid tender, with or without consenting to the proposed amendments, will indicate an agreement between you and Titan that you have agreed to tender the outstanding notes and consent to the proposed amendments, if applicable, in accordance with the terms and conditions in the appropriate letter of transmittal.

The method of delivery of outstanding notes, the letters of transmittal, and all other required documents to the exchange agent is at your election and risk. Instead of delivery by mail, Titan recommends that you use an overnight or hand delivery service, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure delivery to the exchange agent on or before the consent fee deadline or the expiration date, as the case may be. Do not send any letter of transmittal or outstanding notes or other documentation to Titan, Lockheed Martin, the dealer-manager and solicitation agent or the information agent. You may request that your broker, dealer, commercial bank, trust company, or other nominee effect delivery of your outstanding notes for you.

If you beneficially own the outstanding notes and you hold those outstanding notes through a broker, dealer, commercial bank, trust company, or other nominee and you want to tender your outstanding notes and consent to the proposed amendments, you should contact that nominee promptly and instruct it to tender your outstanding notes and consent to the proposed amendments on your behalf.

Generally, an eligible institution must guarantee signatures on a letter of transmittal unless:

- you tender your outstanding notes as the registered holder (a registered holder means any participant in DTC whose name appears on a security listing as the owner of outstanding notes) and the exchange notes issued in exchange for your outstanding notes are to be issued in your name and delivered to you at your registered address appearing on the security register for the outstanding notes; or
- you tender your outstanding notes for the account of an eligible institution.

An “eligible institution” means:

- a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc.;
- a commercial bank or trust company having an office or correspondent in the United States; or
- an “eligible guarantor institution” as defined by Rule 17Ad-15 under the Exchange Act.

In each instance, the eligible institution must be a member of one of the signature guarantee programs identified in the letter of transmittal in order to guarantee signatures on a letter of transmittal.

If the exchange notes or unexchanged outstanding notes are to be delivered to an address other than that of the registered holder appearing on the security register for the outstanding notes, an eligible institution must guarantee the signature on the letter of transmittal.

Tendered outstanding notes will be deemed to have been received as of the date when:

- the exchange agent receives a properly completed and signed letter of transmittal accompanied by the tendered outstanding notes or a confirmation of book-entry transfer of such outstanding notes into the exchange agent’s account at DTC with an agent’s message, or
- the exchange agent receives a notice of guaranteed delivery from an eligible institution.

Issuances of exchange notes in exchange for outstanding notes tendered pursuant to a notice of guaranteed delivery or letter to similar effect by an eligible institution will be made only against submission of a duly signed letter of transmittal, and any other required documents, and deposit of the tendered outstanding notes, or confirmation of a book-entry transfer of such outstanding notes into the exchange agent’s account at DTC pursuant to the book-entry procedures described below.

Titan will make the final determination regarding all questions relating to the validity, form, eligibility, including time of receipt of tenders and withdrawals of tendered outstanding notes, and its determination will be final and binding on all parties.

Titan reserves the absolute right to reject any and all outstanding notes improperly tendered. Titan will not accept any outstanding notes if its acceptance of them would, in the opinion of Titan's counsel, be unlawful. Titan also reserves the absolute right to waive any defects, irregularities, or conditions of surrender as to any particular outstanding note. Titan's interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, you must cure any defects or irregularities in connection with tenders of outstanding notes on or before the expiration date. Although Titan intends to notify holders of defects or irregularities in connection with tenders of outstanding notes, neither Titan, Lockheed Martin, the exchange agent, the dealer-manager and solicitation agent, nor anyone else will incur any liability for failure to give that notice. Tenders of outstanding notes will not be deemed to have been made until any defects or irregularities have been cured or waived. All conditions of the exchange offer will be satisfied or waived prior to the expiration of the exchange offer. Titan will not waive any condition of the exchange offer with respect to any noteholder unless Titan waives such condition for all noteholders.

Titan has no current plan to acquire, or to file a registration statement to permit resales of, any outstanding notes that are not validly tendered pursuant to the exchange offer. However, Titan and Lockheed Martin reserve the right in their sole discretion to purchase or make offers for any outstanding notes that remain outstanding after the expiration date. To the extent permitted by law, Titan and Lockheed Martin also reserve the right to purchase outstanding notes in the open market, in privately negotiated transactions, or otherwise. The terms of any future purchases or offers could differ from the terms of the exchange offer.

Pursuant to both letters of transmittal, if you elect to tender outstanding notes in exchange for exchange notes, you must exchange, assign, and transfer the outstanding notes to Titan and irrevocably constitute and appoint the exchange agent as your true and lawful agent and attorney-in-fact with respect to the tendered outstanding notes, with full power of substitution, among other things, to cause the outstanding notes to be assigned, transferred, and exchanged. By executing a letter of transmittal, you make the representations and warranties set forth below to Titan. By executing a letter of transmittal you also promise, at Titan's request, to execute and deliver any additional documents that it considers necessary to complete the exchange of outstanding notes for exchange notes as described in the letters of transmittal.

Under existing interpretations of the SEC contained in several no-action letters to third parties, Titan believes that the exchange notes will be freely transferable by the holders after the exchange offer without further registration under the Securities Act; provided, however, that each holder who wishes to exchange its outstanding notes for exchange notes will be required to represent:

- that the holder has full power and authority to tender, exchange, assign, and transfer the outstanding notes tendered;
- that Titan will acquire good title to the outstanding notes being tendered, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sale agreements, or other obligations relating to their sale or transfer, and not subject to any adverse claim when Titan accepts the outstanding notes;
- that the holder is acquiring the exchange notes in the ordinary course of your business;
- that the holder is not participating in and does not intend to participate in a distribution of the exchange notes;
- that the holder has no arrangement or understanding with any person to participate in the distribution of the exchange notes;
- that the holder is not an "affiliate," as defined in Rule 405 under the Securities Act, of Titan; and

- that if the holder is a broker-dealer and it will receive exchange notes for its own account in exchange for outstanding notes that it acquired as a result of market-making activities or other trading activities, it will deliver a prospectus in connection with any resale of the exchange notes.

If you are a broker-dealer that acquired the outstanding notes directly from Titan in the initial offering and not as a result of market-making activities or you cannot otherwise make any of the representations set forth above, you will not be eligible to participate in the exchange offer, you should not rely on the interpretations of the staff of the SEC in connection with the exchange offer and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of your notes.

Participation in the exchange offer and consent solicitation is voluntary. You are urged to consult your financial and tax advisors in deciding whether to participate in the exchange offer and consent solicitation.

Return of Outstanding Notes

If any outstanding notes are not accepted for any reason described in this prospectus, or if outstanding notes are validly withdrawn or are submitted for a greater principal amount than you want to exchange, the exchange agent will return the unaccepted, withdrawn, or non-exchanged outstanding notes to you or, in the case of outstanding notes tendered by book-entry transfer, into an account for your benefit at DTC, unless otherwise provided in the letter of transmittal. The outstanding notes will be credited to an account maintained with DTC as promptly as practicable.

Book Entry Transfer

The exchange agent will make a request to establish two accounts with respect to the outstanding notes at DTC for purposes of the exchange offer and consent solicitation within two business days after the date of this prospectus. One account will be for outstanding notes that are tendered with a consent to the proposed amendments. The other account will be for outstanding notes that are tendered without a consent. Any financial institution that is a participant in DTC's system may make book-entry delivery of outstanding notes and consent to the proposed amendments by causing DTC to transfer the outstanding notes into the appropriate account at DTC in accordance with DTC's procedures for transfer. To validly tender notes and deliver consents or tender notes without delivering a consent through DTC, the financial institution that is a participant in DTC will electronically transmit its acceptance through the Automatic Transfer Offer Program. DTC will then edit and verify the acceptance and send an agent's message to the exchange agent for its acceptance. The agent's message shall state that DTC has received an express acknowledgment from the DTC participant tendering outstanding notes on behalf of the holder that such DTC participant (a) has received and agrees to be bound by the terms and conditions of the exchange offer and the consent solicitation as set forth in this prospectus and the GREEN letter of transmittal or BLUE letter of transmittal, as appropriate, and that Titan may enforce such agreement against such participant and (b) either (1) consents to the proposed amendments as described in this prospectus, or (2) does not consent to the proposed amendments. Delivery of the agent's message by DTC will satisfy the terms of the exchange offer and the consent solicitation in lieu of execution and delivery of a GREEN letter of transmittal or BLUE letter of transmittal, as the case may be, by the DTC participant identified in the agent's message.

A tender of outstanding notes through a book-entry transfer into the appropriate exchange agent's account at DTC will only be effective if an agent's message or the appropriate letter of transmittal with any required signature guarantees and any other required documents are transmitted to and received by the exchange agent at its address set forth in the letters of transmittal for receipt on or before the expiration date unless the guaranteed delivery procedures described below are complied with. Delivery of documents to DTC does not constitute delivery to the exchange agent.

Guaranteed Delivery Procedures

If you wish to tender your outstanding notes and (1) your outstanding notes are not immediately available so that you can meet the applicable deadline, (2) you cannot deliver your outstanding notes or other required documents to the exchange agent on or before the applicable deadline, or (3) the procedure for book-entry transfer cannot be completed on or before the applicable deadline, you may nonetheless participate in the exchange offer and consent solicitation if:

- you tender your notes through an eligible institution;
- on or before the expiration date, the exchange agent receives from the eligible institution a properly completed and duly executed notice of guaranteed delivery substantially in the form provided by Titan, by mail or hand delivery, showing the name and address of the holder, the name(s) in which the outstanding notes are registered, the certificate number(s) of the outstanding notes, if applicable, and the principal amount of outstanding notes tendered; the notice of guaranteed delivery must state that the tender is being made by the notice of guaranteed delivery and guaranteeing that, within three New York Stock Exchange trading days after the expiration date, the letter of transmittal, together with the certificate(s) representing the outstanding notes, in proper form for transfer, or a book-entry confirmation with an agent's message, as the case may be, and any other required documents, will be delivered by the eligible institution to the exchange agent, and
- the properly executed letter of transmittal, as well as the certificate(s) representing all tendered outstanding notes, in proper form for transfer, or a book-entry confirmation with an agent's message, as the case may be, and all other documents required by the letter of transmittal are received by the exchange agent within three NYSE trading days after the expiration date.

Unless outstanding notes are tendered by the above-described method and deposited with the exchange agent within the time period set forth above, Titan may, at its option, reject the tender. The exchange agent will send you a notice of guaranteed delivery upon your request if you want to tender your outstanding notes according to the guaranteed delivery procedures described above.

Withdrawal of Tenders and Consents

Withdrawal Procedures. To withdraw tenders and consents, the exchange agent must receive a written notice of withdrawal at its address set forth below. Any notice of withdrawal must:

- specify the name of the person having deposited the outstanding notes to be withdrawn;
- identify the outstanding notes to be withdrawn, including the certificate number or numbers, if applicable, and principal amount of the outstanding notes;
- contain a statement that the holder is withdrawing the election to have the outstanding notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal used to tender the outstanding notes; and
- specify the name in which any outstanding notes are to be registered, if different from that of the registered holder of the outstanding notes and, unless the outstanding notes were tendered for the account of an eligible institution, the signatures on the notice of withdrawal must be guaranteed by an eligible institution. If outstanding notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC.

Timing of Withdrawals. Whether you will be able to withdraw a tender of outstanding notes depends on whether you have consented to the proposed amendments and when the exchange agent receives your written notice of withdrawal:

- *If you tender your outstanding notes and consent to the proposed amendments*, you may withdraw your tender and consent at any time prior to the date on which the requisite consents have been received and the supplemental indenture has been executed.

- *If you tender your notes without consenting to the proposed amendments*, you may withdraw your tender at any time on or before the expiration date of the exchange offer.

Withdrawal of Consents. If you tender your outstanding notes and consent to the proposed amendments, you may not withdraw your consent unless you also withdraw your tendered notes using the withdrawal procedures described above. However, consents may not be withdrawn following the date on which the requisite consents have been received and the supplemental indenture has been executed. *As a result, if you tender your outstanding notes and consent to the proposed amendments, you may not withdraw your tendered notes or your consent following the date on which the requisite consents have been received and the supplemental indenture has been executed.*

Changing Your Decision Regarding the Proposed Amendments. If, following your initial tender of your outstanding notes, you change your decision as to whether to consent to the proposed amendments, you must withdraw your initial tender and validly tender your outstanding notes again to evidence your changed decision. Please note that if you tender your outstanding notes and consent to the proposed amendments, you will not be permitted to change your decision regarding the proposed amendments following the date on which the requisite consents have been received and the supplemental indenture has been executed.

Validity, Form and Eligibility. Titan will make the final determination on all questions regarding the validity, form, eligibility, including time of receipt of notices of withdrawal, and its determination will be final and binding on all parties. Any outstanding notes validly withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and consent solicitation and no exchange notes will be issued in exchange unless the outstanding notes so withdrawn are validly tendered again. Properly withdrawn outstanding notes may be tendered again by following one of the procedures described above under "— General." Any outstanding notes that are not accepted for exchange will be returned at no cost to the holder or, in the case of outstanding notes tendered by book-entry transfer, into an account for your benefit at DTC pursuant to the book-entry transfer procedures described above, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer.

DESCRIPTION OF THE EXCHANGE NOTES

Except as otherwise indicated below, the following summary applies to both the outstanding notes issued May 15, 2003 pursuant to the indenture, dated as of May 15, 2003, by and among Titan, the Guarantors and Deutsche Bank Trust Company Americas, as trustee, and to the exchange notes to be issued in connection with the exchange offer. The exchange notes will also be issued under the indenture. As used in this section, the term "notes" means the exchange notes and the outstanding notes, in each case outstanding at any given time and issued under the indenture. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, which is referred to as the TIA.

If a majority in aggregate principal amount of outstanding notes do not consent to the proposed amendments, and/or the merger is not completed for any reason, the following terms which govern the outstanding notes will continue to govern those notes following the exchange offer in all material respects, except that the transfer restrictions, penalty interest provisions and registration rights applicable to the outstanding notes will not apply to the outstanding notes tendered in the exchange offer.

If the holders of a majority in aggregate principal amount of outstanding notes consent to the proposed amendments and the merger is completed, then the proposed amendments to the indenture will become operative and the notes will have their terms amended as described herein. See "The Consent Solicitation — The Proposed Amendments" for a discussion of how these amendments will change the terms of the exchange notes and the outstanding notes.

Notwithstanding the merger, Titan, or its successor in the merger, will remain the obligor under the indenture and the notes.

The following is a summary of the material provisions of the indenture but does not restate the indenture in its entirety. It does not purport to be complete and is qualified in its entirety by reference to all of the provisions of the indenture, a copy of which has been filed as an exhibit to the registration statement of which this prospectus is a part. Titan urges you to read the indenture because it, and not this summary, defines your rights as a holder of the notes.

You can find the definitions of certain capitalized terms used in the following summary under the subheading "— Certain Definitions" below.

The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the TIA. The notes are subject to all such terms, and holders of notes are referred to the indenture and the TIA for a statement thereof.

The term "Subsidiaries" as used in this "Description of Exchange Notes" does not include Unrestricted Subsidiaries. As of the date of this prospectus, none of Titan's Subsidiaries is an Unrestricted Subsidiary. However, under certain circumstances, Titan is able to designate current or future Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries are not subject to the restrictive covenants set forth in the indenture.

Brief Description of the Exchange Notes and the Subsidiary Guarantees

The Exchange Notes

The notes are:

- Titan's general, unsecured obligations;
- ranked junior in right of payment to all of Titan's existing and future Senior Debt;
- ranked senior in right of payment to all of Titan's existing and future Subordinated Indebtedness; and

- unconditionally guaranteed by the Guarantors on a senior subordinated basis.

The notes will be issued in fully registered form only, without coupons, in denominations of $1,000 and integral multiples thereof.

The Subsidiary Guarantees

The notes are jointly and severally irrevocably and unconditionally guaranteed (the "Guarantees") on a senior subordinated basis by each of Titan's present and future Subsidiaries (the "Guarantors") other than Foreign Subsidiaries and Cayenta, the operations of which have been discontinued. The obligations of each Guarantor under its Guarantee, however, are limited in a manner intended to avoid it being deemed a fraudulent conveyance under applicable law. Titan has three Foreign Subsidiaries that also do not provide Guarantees of Titan's obligations under the notes. One of these Foreign Subsidiaries is one of Cayenta's Subsidiaries. Certain former Guarantors of the notes have been merged into other Guarantors of the notes or Titan since the Issue Date in accordance with the Indenture. Accordingly, these former Guarantors no longer exist as separate legal entities, no longer provide Guarantees of the outstanding notes and will not provide Guarantees of the exchange notes.

If the proposed amendments to the indenture become operative, the Guarantors will be released from the Guarantees.

Principal, Maturity and Interest; Additional Notes

On the Issue Date, Titan initially issued the outstanding notes, which have an aggregate principal amount of $200.0 million. Upon completion of the exchange offer, if all of the outstanding notes are exchanged for exchange notes, Titan will initially issue exchange notes with a maximum aggregate principal amount of $200.0 million. The indenture provides, in addition to the $200.0 million aggregate principal amount of exchange notes that may be issued upon completion of the exchange offer, for the issuance of additional notes having identical terms and conditions to the Notes (the "Additional Notes"), subject to compliance with the terms of the indenture, including the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock." Interest will accrue on the Additional Notes issued pursuant to the indenture from and including the date of issuance of such Additional Notes. Any such Additional Notes would be issued on the same terms as the notes and would constitute part of the same series of securities as the notes and would vote together as one series on all matters with respect to the notes. All references to notes herein include the Additional Notes, except as stated otherwise.

The notes mature on May 15, 2011 and bear interest at 8% per year. Interest on the notes accrues from the date of issuance or from the most recent date to which interest has been paid or provided for (an "Interest Payment Date"). Interest on the notes is payable semi-annually in arrears on May 15 and November 15 of each year, commencing November 15, 2003, to the Persons in whose names the notes are registered at the close of business on the May 1 or November 1 immediately preceding such Interest Payment Date. Interest for the notes will accrue from the later of:

- the last Interest Payment Date (or, subject to the following, May 15, 2003, if no Interest Payment Date has occurred at the time of the completion of the exchange offer); or
- if the exchange offer is consummated on a date after the record date for an Interest Payment Date to occur on or after the date of such exchange and as to which interest will be paid, the date of such Interest Payment Date.

Interest for the Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Methods of Receiving Payments on the Notes

Principal of, premium, if any, and interest (and Liquidated Damages, if any) on the notes is payable, and the notes may be presented for registration of transfer or exchange, at Titan's office or agency maintained for such

purpose, which office or agency is maintained in the Borough of Manhattan, The City of New York. Except as set forth below, at Titan's option, payment of interest may be made by check mailed to the holders of the notes (the "Holders") at the addresses set forth upon Titan's registry books. No service charge will be made for any registration of transfer or exchange of notes, but Titan may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Until otherwise designated by Titan, Titan's office or agency is the corporate trust office of the Trustee presently located at the office of the Trustee in the Borough of Manhattan, The City of New York.

Subordination

The notes and the Guarantees are Titan's and the Guarantors' general, unsecured obligations, respectively, contractually subordinated in right of payment to all of Titan's Senior Debt and the Senior Debt of the Guarantors, as applicable. This effectively means that holders of Senior Debt must be paid in full before any amounts are paid to the Holders of the notes in the event Titan becomes bankrupt or is liquidated and that holders of Senior Debt can block payments to the Holders of the notes in the event of a default by Titan on such Senior Debt, all as more fully described below.

If the requisite consents are obtained and the proposed amendments to the indenture become operative, the Guarantees provided by the Guarantors will be released and Lockheed Martin will become a guarantor under the indenture. Obligations under the Lockheed Martin guarantee will be unsecured and unsubordinated obligations of Lockheed Martin and will rank *pari passu* with Lockheed Martin's other unsecured and unsubordinated indebtedness.

As of September 30, 2003, Titan had outstanding an aggregate of approximately $346.5 million of Senior Debt, all of which Indebtedness is secured.

The rights of Holders are subordinated by operation of law to all existing and future indebtedness and preferred stock of Titan's subsidiaries that are not Guarantors, which as of September 30, 2003 was $0.7 million, as well as other liabilities of such subsidiaries.

The indenture permits Titan and Titan's Subsidiaries to incur additional Indebtedness.

Titan may not and the Guarantors may not, make payment (by set-off or otherwise), as applicable, on account of any Obligation in respect of the notes, including the principal of, premium, if any, or interest on the notes (or Liquidated Damages), or on account of the redemption provisions of the notes (including any repurchases of notes), for cash or property (other than Junior Securities):

(1) upon the maturity of any of Titan's Senior Debt or any Senior Debt of such Guarantor by lapse of time, acceleration (unless waived) or otherwise, unless and until all principal of, premium, if any, and the interest on such Senior Debt are first paid in full in cash or Cash Equivalents (or such payment is duly provided for) or otherwise to the extent holders accept satisfaction of amounts due by settlement in other than cash or Cash Equivalents, or

(2) in the event of default in the payment of any principal of, premium, if any, or interest on Titan's Senior Debt or Senior Debt of such Guarantor, as applicable, when it becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise (a "Payment Default"), unless and until such Payment Default has been cured or waived or otherwise has ceased to exist.

Upon (1) the happening of an event of default other than a Payment Default that permits the holders of Senior Debt to declare such Senior Debt to be due and payable and (2) written notice of such event of default given to Titan and the Trustee by (a) the representative under the Credit Agreement or (b) at any time after the Credit Agreement is no longer in full force and effect, the holders of an aggregate of at least $25.0 million principal amount outstanding of any other Senior Debt or their representative (a "Payment Notice"), then, unless

and until such event of default has been cured or waived or otherwise has ceased to exist, no payment (by set-off or otherwise) may be made by or on Titan's behalf or the behalf of any Guarantor which is an obligor under such Senior Debt on account of any Obligation in respect of the notes, including the principal of, premium, if any, or interest on the notes (including any repurchases of any of the notes), or on account of the redemption provisions of the notes (or Liquidated Damages), in any such case, other than payments made with Junior Securities. Notwithstanding the foregoing, unless the Senior Debt in respect of which such event of default exists has been declared due and payable in its entirety within 179 days after the Payment Notice is delivered as set forth above (the "Payment Blockage Period") (and such declaration has not been rescinded or waived), at the end of the Payment Blockage Period, Titan and the Guarantors will be required to pay all sums not previously paid to the Holders of the notes during the Payment Blockage Period due to the foregoing prohibitions and to resume all other payments as and when due on the notes.

Any number of Payment Notices may be given; provided, however, that:

(1) not more than one Payment Notice shall be given within a period of any 360 consecutive days, and

(2) no non-Payment Default that existed upon the date of such Payment Notice or the commencement of such Payment Blockage Period (whether or not such event of default is on the same issue of Senior Debt) shall be made the basis for the commencement of any other Payment Blockage Period (for purposes of this provision, any subsequent action, or any subsequent breach of any financial covenant for a period commencing after the expiration of such Payment Blockage Period that, in either case, would give rise to a new event of default, even though it is an event that would also have been a separate breach pursuant to any provision under which a prior event of default previously existed, shall constitute a new event of default for this purpose).

Upon any distribution of Titan's assets or any Guarantor's assets upon any dissolution, winding up, total or partial liquidation or reorganization of Titan or a Guarantor, whether voluntary or involuntary, in bankruptcy, insolvency, receivership or a similar proceeding or upon assignment for the benefit of creditors or any marshaling of assets or liabilities:

(1) the holders of all of Titan's or such Guarantor's Senior Debt, as applicable, will first be entitled to receive payment in full in cash or Cash Equivalents (or have such payment duly provided for) or otherwise to the extent holders accept satisfaction of amounts due by settlement in other than cash or Cash Equivalents before the Holders are entitled to receive any payment on account of any Obligation in respect of the notes, including the principal of, premium, if any, and interest on the notes (or Liquidated Damages) (other than Junior Securities); and

(2) any payment or distribution of Titan's or such Guarantor's assets of any kind or character from any source, whether in cash, property or securities (other than Junior Securities) to which the Holders or the Trustee on behalf of the Holders would be entitled (by set-off or otherwise), except for the subordination provisions contained in the indenture, will be paid by the liquidating trustee or agent or other Person making such a payment or distribution directly to the holders of such Senior Debt or their representative to the extent necessary to make payment in full (or have such payment duly provided for) on all such Senior Debt remaining unpaid, after giving effect to any concurrent payment or distribution to the holders of such Senior Debt.

In the event that, notwithstanding the foregoing, any payment or distribution of Titan's or any Guarantor's assets (other than Junior Securities) shall be received by the Trustee or the Holders at a time when such payment or distribution is prohibited by the foregoing provisions, such payment or distribution shall be held in trust for the benefit of the holders of such Senior Debt, and shall be paid or delivered by the Trustee or such Holders, as the case may be, to the holders of such Senior Debt remaining unpaid or unprovided for or to their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Debt may have been issued, ratably according to the aggregate principal amounts remaining unpaid on account of such Senior Debt held or represented by each, for application to the payment of all such

Senior Debt remaining unpaid, to the extent necessary to pay or to provide for the payment of all such Senior Debt in full in cash or Cash Equivalents or otherwise to the extent holders accept satisfaction of amounts due by settlement in other than cash or Cash Equivalents after giving effect to any concurrent payment or distribution to the holders of such Senior Debt.

No provision contained in the indenture or the notes affects Titan's obligation or the obligation of the Guarantors, which is absolute and unconditional, to pay, when due, principal of, premium, if any, and interest on or, if applicable, Liquidated Damages on the notes. The subordination provisions of the indenture and the notes do not prevent the occurrence of any Default or Event of Default under the indenture or limit the rights of the Trustee or any Holder to pursue any other rights or remedies with respect to the notes.

As a result of these subordination provisions, in the event of the liquidation, bankruptcy, reorganization, insolvency, receivership or similar proceeding or an assignment for the benefit of Titan's creditors or a marshaling of Titan's assets and liabilities, Holders of the notes may receive ratably less than other creditors.

Certain Bankruptcy Limitations

If the requisite consents are obtained and the proposed amendments to the indenture become operative, the Guarantees provided by the Guarantors will be released and Lockheed Martin will become a guarantor under the indenture. See "Risk Factors — The exchange notes will be effectively subordinated to existing and future indebtedness and other liabilities of subsidiaries of Titan, and, following the merger, the Lockheed Martin guarantee will be effectively subordinated to existing and future indebtedness of subsidiaries of Lockheed Martin other than Titan."

Titan conducts a significant portion of its operations through its subsidiaries. Accordingly, Titan's ability to meet its cash obligations is dependent upon the ability of Titan's subsidiaries to make cash distributions to Titan. Furthermore, any right Titan has to receive the assets of any such subsidiary upon such subsidiary's liquidation or reorganization (and the consequent right of the Holders of the notes to participate in the distribution of the proceeds of those assets) effectively is subordinated by operation of law to the claims of such subsidiary's creditors (including trade creditors) and holders of any of its preferred stock, except to the extent that Titan is recognized as a creditor or preferred stockholder of such subsidiary, in which case Titan's claims are subordinate to any indebtedness or preferred stock of such subsidiary senior in right of payment to that held by Titan.

Holders of the notes are direct creditors of each Guarantor by virtue of its Guarantee. Nonetheless, in the event of the bankruptcy or financial difficulty of a Guarantor, such Guarantor's obligations under its Guarantee may be subject to review and avoidance under state and federal fraudulent transfer laws. Among other things, such obligations may be avoided if a court concludes that such obligations were incurred for less than reasonably equivalent value or fair consideration at a time when the Guarantor was insolvent, was rendered insolvent, or was left with inadequate capital to conduct its business. A court would likely conclude that a Guarantor did not receive reasonably equivalent value or fair consideration to the extent that the aggregate amount of its liability on its Guarantee exceeded the economic benefits it received in the offering of the notes. The obligations of each Guarantor under its Guarantee are limited in a manner intended to cause it not to be a fraudulent conveyance under applicable law, although no assurance can be given that a court would give the Holder the benefit of such provision.

If the obligations of a Guarantor under its Guarantee were avoided, Holders of notes would have to look to the assets of any remaining Guarantors for payment. There can be no assurance in that event that such assets would suffice to pay the outstanding principal and interest on the notes.

Mandatory Redemption

The notes do not have the benefit of any sinking fund, and Titan is not required to make any mandatory redemption payments with respect to the notes.

Optional Redemption

Titan does not have the right to redeem any notes prior to May 15, 2007 (other than out of the Net Cash Proceeds of any Public Equity Offering of Titan common stock, as described below).

At any time on or after May 15, 2007, Titan may redeem the notes for cash, at Titan's option, in whole or in part, upon not less than 30 days nor more than 60 days notice to each Holder of notes, at the following redemption prices (expressed as percentages of the principal amount) if redeemed during the 12-month period commencing May 15 of the years indicated below, in each case together with accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of redemption of the notes ("Redemption Date"):

Year	Percentage
2007	104.0%
2008	102.0%
2009 and thereafter	100.0%

At any time on or prior to May 15, 2006, upon any Public Equity Offering of Titan common stock for cash, up to 35% of the aggregate principal amount of the notes may be redeemed at Titan's option within 90 days of such Public Equity Offering, on not less than 30 days, but not more than 60 days, notice to each Holder of the notes to be redeemed, with cash received by Titan from the Net Cash Proceeds of such Public Equity Offering, at a redemption price equal to 108.0% of principal, together with accrued and unpaid interest and Liquidated Damages, if any, thereon to the Redemption Date; provided, however, that immediately following such redemption not less than $130.0 million in aggregate principal amount of the notes then remain outstanding.

If the Redemption Date hereunder is on or after an interest record date ("Record Date") on which the Holders of record have a right to receive the corresponding Interest due and Liquidated Damages, if any, and on or before the associated Interest Payment Date, any accrued and unpaid interest and Liquidated Damages, if any, due on such Interest Payment Date will be paid to the Person in whose name a note is registered at the close of business on such Record Date.

Selection and Notice

If less than all of the notes are to be redeemed, the Trustee shall select the notes or portions thereof for redemption on a pro rata basis, by lot or in such other manner it deems appropriate and fair. The notes may be redeemed in part in multiples of $1,000 only.

Notice of any redemption will be sent, by first class mail, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Holder of each note to be redeemed to such Holder's last address as then shown upon the registry books of Titan's registrar. Any notice which relates to a note to be redeemed in part only must state the portion of the principal amount equal to the unredeemed portion thereof and must state that on and after the date of redemption, upon surrender of such note, a new note or notes in a principal amount equal to the unredeemed portion thereof will be issued. On and after the date of redemption, interest will cease to accrue on the notes or portions thereof called for redemption, unless Titan defaults in the payment thereof.

Certain Covenants

The indenture contains certain covenants that, among other things, restrict Titan's ability to borrow money, pay dividends on or repurchase capital stock, make investments and sell assets or enter into mergers or consolidations. The following summary of certain covenants of the indenture are summaries only, do not purport to be complete and are qualified in their entirety by reference to all of the provisions of the indenture. Titan urges you to read the indenture because it, and not this description, details your rights as a holder of the notes.

If the proposed amendments to the indenture become operative, these covenants will be amended or deleted. See "The Consent Solicitation — the Proposed Amendments."

Repurchase of Notes at the Option of the Holder Upon a Change of Control

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that, in the event that a Change of Control has occurred, each Holder of notes will have the right, at such Holder's option, pursuant to an offer (subject only to conditions required by applicable law, if any) by Titan (the "Change of Control Offer"), to require Titan to repurchase all or any part of such Holder's notes (provided, that the principal amount of such notes must be $1,000 or an integral multiple thereof) on a date (the "Change of Control Purchase Date") that is no later than 35 Business Days after the occurrence of such Change of Control, at a cash price equal to 101% of the principal amount thereof (the "Change of Control Purchase Price"), together with accrued and unpaid interest and Liquidated Damages, if any, to the Change of Control Purchase Date.

The Change of Control Offer shall be made within 15 Business Days following a Change of Control and shall remain open for 20 Business Days following its commencement (the "Change of Control Offer Period"). Upon expiration of the Change of Control Offer Period, Titan shall promptly purchase all notes properly tendered in response to the Change of Control Offer.

As used in this covenant, "person" (including any group that is deemed to be a "person") has the meaning given by Section 13(d) of the Exchange Act, whether or not applicable.

Notwithstanding the foregoing, Titan will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Titan, including any requirements to repay in full all Indebtedness under the Credit Agreement, any such Senior Debt or Senior Debt of any Guarantor or obtains the consents of such lenders to such Change of Control Offer as set forth in the following paragraph of this Section, and purchases all notes validly tendered and not withdrawn under such Change of Control Offer.

The indenture provides that, prior to the commencement of a Change of Control Offer, but in any event within 30 days following any Change of Control, Titan will:

(1) (a) repay in full and terminate all commitments under Indebtedness under the Credit Agreement and all other Senior Debt the terms of which require repayment upon a Change of Control or (b) offer to repay in full and terminate all commitments under all Indebtedness under the Credit Agreement and all such other Senior Debt and repay the Indebtedness owed to each lender which has accepted such offer in full, or

(2) obtain the requisite consents under the Credit Agreement and all such other Senior Debt to permit the repurchase of the notes as provided herein.

Titan's failure to comply with the preceding sentence shall constitute an Event of Default described in clause (3) under "Events of Default" below, but without giving effect to the stated exceptions in such clause.

On or before the Change of Control Purchase Date, Titan will:

(1) accept for payment notes or portions thereof properly tendered pursuant to the Change of Control Offer,

(2) deposit with the paying agent for Titan (the "Paying Agent") cash sufficient to pay the Change of Control Purchase Price (together with accrued and unpaid interest and Liquidated Damages, if any) of all notes so tendered, and

(3) deliver to the Trustee the notes so accepted together with an Officers' Certificate listing the notes or portions thereof being purchased by Titan and the Change of Control Purchase Price.

The Paying Agent promptly will pay the Holders of notes so accepted an amount equal to the Change of Control Purchase Price (together with accrued and unpaid interest and Liquidated Damages, if any) and the Trustee promptly will authenticate and deliver to such Holders a new note equal in principal amount to any unpurchased portion of the note surrendered. Any notes not so accepted will be delivered promptly by Titan to the Holder thereof. Titan publicly will announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Purchase Date.

The Change of Control purchase feature of the notes may make more difficult or discourage a takeover of Titan, and, thus, the removal of incumbent management.

The phrase "all or substantially all" of Titan's assets will likely be interpreted under applicable state law and is dependent upon particular facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or transfer of "all or substantially all" of Titan's assets has occurred. In addition, no assurances can be given that Titan will be able to acquire notes tendered upon the occurrence of a Change of Control.

Any Change of Control Offer will be made in compliance with all applicable laws, rules and regulations, including, if applicable, Regulation 14E under the Exchange Act and the rules thereunder and all other applicable federal and state securities laws. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this covenant, Titan's compliance or compliance by any of the Guarantors with such laws and regulations shall not in and of itself cause a breach of their obligations under such covenant.

If the Change of Control Purchase Date hereunder is on or after an interest payment Record Date and on or before the associated Interest Payment Date, any accrued and unpaid interest (and Liquidated Damages, if any) due on such Interest Payment Date will be paid to the Person in whose name a note is registered at the close of business on such Record Date.

Limitation on Sale of Assets and Subsidiary Stock

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, in one or a series of related transactions, convey, sell, transfer, assign or otherwise dispose of, directly or indirectly, any of their property, business or assets, including by merger or consolidation (in the case of a Guarantor or one of Titan's Subsidiaries), and including any sale or other transfer or issuance of any Equity Interests of any of Titan's Subsidiaries, whether by Titan or one of Titan's Subsidiaries or through the issuance, sale or transfer of Equity Interests by one of Titan's Subsidiaries and including any sale and leaseback transaction (any of the foregoing, an "Asset Sale"), unless:

(1) at least 80% of the total consideration for such Asset Sale or series of related Asset Sales consists of cash or Cash Equivalents, except in the case of Excluded Asset Sales, and

(2) the Board of Directors determines in good faith that Titan receives or such Subsidiary receives, as applicable, fair market value for such Asset Sale.

For purposes of (1) above, each of the following shall be deemed to be cash or Cash Equivalents: (a) Purchase Money Indebtedness secured solely by the assets sold and assumed by a transferee; provided, that Titan is and Titan's Subsidiaries are fully released from all obligations in connection therewith, (b) Indebtedness (other than Subordinated Indebtedness) assumed by a transferee in an Asset Sale; provided, that Titan and Titan's Subsidiaries are fully released from all obligations in connection therewith and (c) property that within 90 days of such Asset Sale is converted into cash or Cash Equivalents; provided, that such cash and Cash Equivalents shall be treated as Net Cash Proceeds attributable to the original Asset Sale for which such property was received.

The indenture provides that within 365 days following such Asset Sale, the Net Cash Proceeds therefrom (the "Asset Sale Amount") may be:

(a) invested (or committed, pursuant to a binding commitment subject only to reasonable, customary closing conditions, to be invested, and in fact is so invested, within an additional 30 days) in fixed assets and property (other than notes, bonds, obligations and securities, except in connection with the acquisition of a Subsidiary which is a Guarantor in a Related Business) or used to make Permitted Investments other than those contemplated by clauses (a), (b), and (e) thereof, which in the good faith reasonable judgment of Titan's Board of Directors will immediately constitute or be a part of a Related Business of Titan or such Subsidiary (if it continues to be a Subsidiary) immediately following such transaction, or

(b) used to retire (i) Purchase Money Indebtedness secured by the asset which was the subject of the Asset Sale, or (ii) Senior Debt and to permanently reduce (in the case of Senior Debt that is not such Purchase Money Indebtedness) the amount of such Indebtedness permitted to be incurred pursuant to paragraph (b) or (c), as applicable, of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock" (including that in the case of a revolver or similar arrangement that makes credit available, such commitment is so permanently reduced by such amount) by an amount of Net Cash Proceeds so applied, or

(c) applied to the optional redemption of the notes in accordance with the terms of the Indenture and Titan's other Indebtedness ranking on a parity with the notes and with similar provisions requiring Titan to redeem such Indebtedness with the proceeds from such Asset Sale, pro rata in proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the notes and such other Indebtedness then outstanding;

except that, in the case of each of the provisions of clauses (a) and (b), only proceeds from an Asset Sale of assets or capital stock of a Foreign Subsidiary may be invested in or used to retire Indebtedness of a Foreign Subsidiary. Pending the final application of any Net Cash Proceeds, Titan may temporarily reduce revolving credit borrowings or otherwise invest the Net Cash Proceeds in any manner that is not prohibited by the indenture.

The accumulated Net Cash Proceeds from Asset Sales not applied as set forth in (a), (b) or (c) of the preceding paragraph shall constitute Excess Proceeds. Within 30 days after the date that the amount of Excess Proceeds exceeds $15.0 million, Titan shall apply the Excess Proceeds (the "Asset Sale Offer Amount") to the repurchase of the notes and such other Indebtedness ranking on a parity with the notes and with similar provisions requiring Titan to make an offer to purchase such Indebtedness with the proceeds from such Asset Sale pursuant to a cash offer (subject only to conditions required by applicable law, if any) (pro rata in proportion to the respective principal amounts (or accreted values in the case of Indebtedness issued with an original issue discount) of the notes and such other Indebtedness then outstanding) (the "Asset Sale Offer") at a purchase price of 100% of the principal amount (or accreted value in the case of Indebtedness issued with an original issue discount) (the "Asset Sale Offer Price") together with accrued and unpaid interest and Liquidated Damages, if any, to the date of payment. Each Asset Sale Offer shall remain open for 20 Business Days following its commencement (the "Asset Sale Offer Period").

Upon expiration of the Asset Sale Offer Period, Titan shall apply the Asset Sale Offer Amount plus an amount equal to accrued and unpaid interest and Liquidated Damages, if any, to the purchase of all Indebtedness properly tendered in accordance with the provisions hereof (on a pro rata basis if the Asset Sale Offer Amount is insufficient to purchase all Indebtedness so tendered) at the Asset Sale Offer Price (together with accrued interest and Liquidated Damages, if any). To the extent that the aggregate amount of notes and such other pari passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Asset Sale Offer Amount, Titan may invest any remaining Net Cash Proceeds for general corporate purposes as otherwise permitted by the indenture and following the consummation of each Asset Sale Offer the Excess Proceeds amount shall be reset to zero.

Notwithstanding, and without complying with, the provisions of this covenant:

(1) Titan may and Titan's Subsidiaries may, in the ordinary course of business, (a) convey, sell, transfer, assign or otherwise dispose of inventory and other assets acquired and held for resale in the ordinary course of business and (b) liquidate cash and Cash Equivalents;

(2) Titan may and Titan's Subsidiaries may convey, sell, transfer, assign or otherwise dispose of assets pursuant to and in accordance with the covenant "Limitation on Merger, Sale or Consolidation";

(3) Titan may and Titan's Subsidiaries may sell or dispose of damaged, worn out or other obsolete property in the ordinary course of business so long as such property is no longer necessary for the proper conduct of Titan's business or the business of such Subsidiary, as applicable;

(4) Titan may and the Guarantors may convey, sell, transfer, assign or otherwise dispose of assets to Titan or any Guarantor;

(5) Titan may and Titan's Subsidiaries may, in the ordinary course of business, convey, sell, transfer, assign, or otherwise dispose of assets (or related assets or in related transactions) with a fair market value of less than $1.5 million;

(6) Titan may and each of Titan's Subsidiaries may surrender or waive contract rights or settle, release or surrender contract, tort or other litigation claims in the ordinary course of business or grant Liens not prohibited by the indenture;

(7) Foreign Subsidiaries may convey, sell, transfer, assign or otherwise dispose of assets to Titan, any of the Guarantors, or any other Foreign Subsidiary;

(8) Titan may and Titan's Guarantors may exchange assets held by Titan or such Guarantors for assets held by any Person or entity; provided, that (a) the assets received by Titan or such Guarantors in any such exchange in the good faith reasonable judgment of Titan's Board of Directors will immediately constitute, be a part of, or be used in, a Related Business of Titan or such Guarantors, (b) Titan's Board of Directors has determined that the terms of any exchange are fair and reasonable, and (c) to the extent that Titan or any of Titan's Guarantors receives cash or Cash Equivalents in such exchange, Titan will apply such cash or Cash Equivalents in accordance with this covenant "Limitation on Sale of Assets and Subsidiary Stock"; and

(9) Titan may and the Guarantors may sell Equity Interests in (i) Titan Scan Technologies, Inc. or (ii) in Subsidiaries classified as discontinued operations, in each case pursuant to existing equity incentive plans, as such plans exist on the Issue Date, without any amendment thereto increasing the number of Equity Interests reserved for issuance under such plans.

Any Asset Sale Offer shall be made in compliance with all applicable laws, rules, and regulations, including, if applicable, Regulation 14E of the Exchange Act and the rules and regulations thereunder and all other applicable federal and state securities laws. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this paragraph, Titan's compliance or the compliance of any of Titan's subsidiaries with such laws and regulations shall not in and of itself cause a breach of Titan's obligations under such covenant.

If the payment date in connection with an Asset Sale Offer hereunder is on or after an interest payment Record Date and on or before the associated Interest Payment Date, any accrued and unpaid interest (and Liquidated Damages, if any, due on such Interest Payment Date) will be paid to the Person in whose name a Note is registered at the close of business on such Record Date.

Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that, except as set forth in this covenant, Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, directly or indirectly, issue, assume, guaranty, incur, become directly or indirectly liable with respect to (including as a result of an Acquisition), or otherwise become responsible for, contingently or otherwise (individually and collectively, to "incur" or, as appropriate, an "incurrence"), any Indebtedness (including Disqualified Capital Stock and Acquired Indebtedness), other than Permitted Indebtedness.

Notwithstanding the foregoing if:

(1) no Default or Event of Default shall have occurred and be continuing at the time of, or would occur after giving effect on a pro forma basis to, such incurrence of Indebtedness and

(2) on the date of such incurrence (the "Incurrence Date"), Titan's Consolidated Coverage Ratio for the Reference Period immediately preceding the Incurrence Date, after giving effect on a pro forma basis to such incurrence of such Indebtedness and, to the extent set forth in the definition of Consolidated Coverage Ratio, the use of proceeds thereof, would be at least 2.0 to 1 (the "Debt Incurrence Ratio"),

then Titan and Titan's Subsidiaries may incur such Indebtedness (including Disqualified Capital Stock).

In addition, the foregoing limitations of the first paragraph of this covenant do not prohibit:

(a) Titan's incurrence or the incurrence by any Guarantor of Purchase Money Indebtedness; provided, that

(1) the aggregate amount of such Purchase Money Indebtedness incurred and outstanding at any time pursuant to this paragraph (a) (plus any Refinancing Indebtedness issued to retire, defease, refinance, replace or refund such Purchase Money Indebtedness) shall not exceed $25.0 million, and

(2) in each case, such Purchase Money Indebtedness shall not constitute more than 100% of Titan's cost or the cost to such Guarantor (determined in accordance with GAAP in good faith by Titan's Board of Directors), as applicable, of the property so purchased, constructed, improved or leased;

(b) if no Event of Default shall have occurred and be continuing, Titan's incurrence or the incurrence by any Guarantor of Indebtedness in an aggregate amount incurred and outstanding at any time pursuant to this paragraph (b) (plus any Refinancing Indebtedness incurred to retire, defease, refinance, replace or refund such Indebtedness) of up to $35.0 million; and

(c) Titan's incurrence or the incurrence by any Guarantor of Indebtedness pursuant to the Credit Agreement in an aggregate amount incurred and outstanding at any time pursuant to this paragraph (c) (plus any Refinancing Indebtedness incurred to retire, defease, refinance, replace or refund such Indebtedness) of up to $485.0 million, minus the amount of any such Indebtedness (1) retired with the Net Cash Proceeds from any Asset Sale applied to permanently reduce the outstanding amounts or the commitments with respect to such Indebtedness pursuant to clause (b) of the second paragraph of the covenant "Limitation on Sale of Assets and Subsidiary Stock" or (2) assumed by a transferee in an Asset Sale.

Indebtedness (including Disqualified Capital Stock) of any Person which is outstanding at the time such Person becomes one of Titan's Subsidiaries (including upon designation of any subsidiary or other Person as a Subsidiary) or is merged with or into or consolidated with Titan or one of Titan's Subsidiaries shall be deemed to have been incurred at the time such Person becomes or is designated one of Titan's Subsidiaries or is merged with or into or consolidated with Titan or one of Titan's Subsidiaries as applicable.

Notwithstanding any other provision of this covenant, but only to avoid duplication, a guarantee of Titan's Indebtedness or of the Indebtedness of another Guarantor incurred in accordance with the terms of the indenture (other than Indebtedness incurred pursuant to clause (a) hereof) issued at the time such Indebtedness was incurred or if later at the time the guarantor thereof became one of Titan's Subsidiaries will not constitute a

separate incurrence, or amount outstanding, of Indebtedness. Upon each incurrence Titan may designate (and later redesignate) pursuant to which provision of this covenant such Indebtedness is being incurred and Titan may subdivide an amount of Indebtedness and designate (and later redesignate) more than one provision pursuant to which such amount of Indebtedness is being incurred and such Indebtedness shall not be deemed to have been incurred or outstanding under any other provision of this covenant, except as stated otherwise in the foregoing provisions.

Limitation on Restricted Payments

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, directly or indirectly, make any Restricted Payment if, after giving effect to such Restricted Payment on a pro forma basis:

(1) a Default or an Event of Default shall have occurred and be continuing;

(2) Titan is not permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt Incurrence Ratio in the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock;" or

(3) the aggregate amount of all Restricted Payments made by Titan and Titan's Subsidiaries, including after giving effect to such proposed Restricted Payment, on and after the Issue Date, would exceed, without duplication, the sum of:

(a) $15.0 million, plus

(b) 50% of Titan's aggregate Consolidated Net Income for the period (taken as one accounting period), commencing on the first day of the first full fiscal quarter commencing after the Issue Date, to and including the last day of the fiscal quarter ended immediately prior to the date of each such calculation for which Titan's consolidated financial statements are required to be delivered to the Trustee or, if sooner, filed with the Securities and Exchange Commission (the "Commission") (or, in the event Consolidated Net Income for such period is a deficit, then minus 100% of such deficit), plus

(c) the aggregate Net Cash Proceeds received by Titan from the sale of Titan's Qualified Capital Stock (other than (i) to one of Titan's Subsidiaries and (ii) to the extent applied in connection with a Qualified Exchange or, to avoid duplication, otherwise given credit for in any provision of the following paragraph), after the Issue Date, plus

(d) except in each case, in order to avoid duplication, to the extent any such payment or proceeds have been included in the calculation of Consolidated Net Income, an amount equal to the net reduction in Investments (other than returns of or from Permitted Investments) in any Person resulting from distributions on or repayments of any Investments, including payments of interest on Indebtedness, dividends, repayments of loans or advances, or other distributions or other transfers of assets, in each case to Titan or any Subsidiary or from the Net Cash Proceeds from the sale of any such Investment or from redesignations of Unrestricted Subsidiaries as Subsidiaries (valued in each case as provided in the definition of "Investments"), not to exceed, in each case, the amount of Investments previously made by Titan or any Subsidiary in such Person, including, if applicable, such Unrestricted Subsidiary, less the cost of disposition.

The foregoing clauses (2) and (3) of the immediately preceding paragraph, however, do not prohibit:

(s) any redemption, pursuant to the terms of the Rights Agreement, dated as of August 21, 1995, between Titan and the Rights Agent thereunder, of Titan's preferred share purchase rights that are attached to Titan's common stock;

(t) any payment in respect of Permitted Earn-Out Obligations;

(u) repurchases of Capital Stock from Titan's employees or directors (or their heirs or estates) or employees or directors (or their heirs or estates) of Titan's Subsidiaries upon the death, disability or termination of employment or service as a director and the cashing-out of stock options from Titan's employees or directors pursuant to the terms of any stock option, restricted stock or stock incentive plan, in an aggregate amount to all employees or directors (or their heirs or estates) not to exceed $1.0 million per year or $3.5 million in the aggregate on and after the Issue Date;

(v) any dividend, distribution or other payments by any of Titan's Subsidiaries on its Equity Interests that is paid pro rata to all holders of such Equity Interests;

(w) a Qualified Exchange;

(x) the payment of any dividend on Qualified Capital Stock within 60 days after the date of its declaration if such dividend could have been made on the date of such declaration in compliance with the foregoing provisions; or

(y) so long as no Default shall have occurred and be continuing, the payment of dividends on the preferred stock of Titan outstanding on the Issue Date, payable on a quarterly basis not to exceed $180,000 per quarter.

The full amount of any Restricted Payment made pursuant to the foregoing clauses (s), (u), (v), (x) and (y) (but not pursuant to clauses (t) or (w)) of the immediately preceding sentence, however, will be counted as Restricted Payments made for purposes of the calculation of the aggregate amount of Restricted Payments available to be made referred to in clause (3) of the first paragraph under the heading "— Limitation on Restricted Payments."

For purposes of this covenant, the amount of any Restricted Payment made or returned, if other than in cash, shall be the fair market value thereof, as determined in the good faith reasonable judgment of Titan's Board of Directors, unless stated otherwise, at the time made or returned, as applicable. Additionally, concurrently with each Restricted Payment, Titan shall deliver an Officers' Certificate to the Trustee describing in reasonable detail the nature of such Restricted Payment in excess of $2.5 million, stating the amount of such Restricted Payment, stating in reasonable detail the provisions of the indenture pursuant to which such Restricted Payment was made and certifying that such Restricted Payment was made in compliance with the terms of the indenture.

Limitation on Dividends and Other Payment Restrictions Affecting Subsidiaries

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, directly or indirectly, create, assume or suffer to exist any consensual restriction on the ability of any of Titan's Subsidiaries to pay dividends or make other distributions to or on behalf of, or to pay any obligation to or on behalf of, or otherwise to transfer assets or property to or on behalf of, or make or pay loans or advances to or on behalf of, Titan or any of Titan's Subsidiaries, except:

(1) restrictions imposed by the notes or the indenture or by Titan's other Indebtedness (which may also be guaranteed by the Guarantors) ranking senior or pari passu with the notes or the Guarantees, as applicable, provided, that such restrictions are no more restrictive taken as a whole than those imposed by the indenture and the notes;

(2) restrictions imposed by applicable law;

(3) existing restrictions under Existing Indebtedness;

(4) restrictions under any Acquired Indebtedness not incurred in violation of the indenture or any agreement (including any Equity Interest) relating to any property, asset, or business acquired by Titan or

any of Titan's Subsidiaries, which restrictions in each case existed at the time of acquisition, were not put in place in connection with or in anticipation of such acquisition and are not applicable to any Person, other than the Person acquired, or to any property, asset or business, other than the property, assets and business so acquired;

(5) any restrictions imposed by Indebtedness incurred under the Credit Agreement pursuant to the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock"; provided, that such restrictions are no more restrictive taken as a whole than those imposed by the Credit Agreement as of the Issue Date;

(6) restrictions with respect solely to any of Titan's Subsidiaries imposed pursuant to a binding agreement which has been entered into for the sale or disposition of all or substantially all of the Equity Interests or assets of such Subsidiary; provided, that such restrictions apply solely to the Equity Interests or assets of such Subsidiary which are being sold;

(7) restrictions on transfer contained in Purchase Money Indebtedness incurred pursuant to the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock"; provided, that such restrictions relate only to the transfer of the property acquired with the proceeds of such Purchase Money Indebtedness;

(8) in connection with and pursuant to permitted Refinancings, replacements of restrictions imposed pursuant to clauses (1), (3), (4) or (7) or this clause (8) of this paragraph that are not more restrictive taken as a whole than those being replaced and do not apply to any other Person or assets than those that would have been covered by the restrictions in the Indebtedness so refinanced;

(9) restrictions on cash or other deposits or net worth imposed by customers, or required by insurance, surety or bonding companies, under contracts entered into in the ordinary course of business;

(10) restrictions imposed by customary provisions in joint venture agreements and similar agreements that restrict the transfer of the interest in the joint venture;

(11) in the case of transfers of assets or property to or on behalf of Titan or any of Titan's Subsidiaries, restrictions arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of Titan or any Subsidiary in any manner material to Titan or any Subsidiary; and

(12) restrictions contained in any mortgage or construction financing agreement which impose restrictions on the transfer of the property acquired or improved.

Notwithstanding the foregoing, (a) customary provisions restricting subletting or assignment of any lease entered into in the ordinary course of business, consistent with industry practice and (b) any asset subject to a Lien which is not prohibited to exist with respect to such asset pursuant to the terms of the indenture may be subject to customary restrictions on the transfer or disposition thereof pursuant to such Lien.

Limitations on Layering Indebtedness

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, directly or indirectly, incur, or suffer to exist any Indebtedness that is contractually subordinate in right of payment to any of Titan's other Indebtedness or any other Indebtedness of a Guarantor unless, by its terms, such Indebtedness is contractually subordinate in right of payment to, or ranks pari passu with, the notes or the Guarantee, as applicable.

Limitation on Liens Securing Indebtedness

If the proposed amendments to the indenture become operative, this provision will be amended. See "The Consent Solicitation — the Proposed Amendments."

Titan will not and the Guarantors will not, and neither Titan nor the Guarantors will permit any of Titan's Subsidiaries to, create, incur, assume or suffer to exist any Lien of any kind, other than Permitted Liens, upon any of their respective assets now owned or acquired on or after the date of the indenture or upon any income or profits therefrom securing any of Titan's Indebtedness or any Indebtedness of any Guarantor unless Titan provides, and causes Titan's Subsidiaries to provide, concurrently therewith, that the notes and the applicable Guarantees are equally and ratably so secured; provided that if such Indebtedness is Subordinated Indebtedness, the Lien securing such Subordinated Indebtedness shall be contractually subordinate and junior to the Lien securing the notes (and any related applicable Guarantees) with the same relative priority as such Subordinated Indebtedness shall have with respect to the notes (and any related applicable Guarantees).

Limitation on Transactions with Affiliates

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that neither Titan nor any of Titan's Subsidiaries are permitted on or after the Issue Date to enter into or suffer to exist any contract, agreement, arrangement or transaction with any Affiliate (an "Affiliate Transaction"), or any series of related Affiliate Transactions (other than Exempted Affiliate Transactions), unless (1) it is determined that the terms of such Affiliate Transaction are fair and reasonable to Titan, and no less favorable to Titan than could have been obtained in an arm's length transaction with a non-Affiliate, and (2) if involving consideration to either party in excess of $5.0 million, unless such Affiliate Transaction(s) has been approved by a majority of the members of Titan's Board of Directors who are disinterested in such transaction, if there are any directors who are so disinterested, and (3) if involving consideration to either party in excess of $15.0 million, Titan, prior to the consummation thereof, obtains a written favorable opinion as to the fairness of such transaction to Titan from a financial point of view from an independent investment banking firm of national reputation in the United States or, if pertaining to a matter for which such investment banking firms do not customarily render such opinions, an appraisal or valuation firm of national reputation in the United States. Within 5 days of any Affiliate Transaction(s) involving consideration to either party of $1.0 million or more, Titan shall deliver to the Trustee an Officers' Certificate addressed to the Trustee certifying that such Affiliate Transaction (or Transactions) complied with clause (1), (2), and (3), as applicable.

Limitation on Merger, Sale or Consolidation

If the proposed amendments to the indenture become operative, this provision will be amended. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that Titan will not consolidate with or merge with or into another Person or, directly or indirectly, sell, lease, convey or transfer all or substantially all of Titan's assets (such amounts to be computed on a consolidated basis), whether in a single transaction or a series of related transactions, to another Person or group of affiliated Persons, unless:

(1) either (a) Titan is the continuing entity or (b) the resulting, surviving or transferee entity is a corporation organized under the laws of the United States, any state thereof or the District of Columbia and expressly assumes by supplemental indenture all of Titan's obligations in connection with the notes and the indenture;

(2) no Default or Event of Default shall exist or shall occur immediately after giving effect on a pro forma basis to such transaction;

(3) immediately after giving effect to such transaction on a pro forma basis, the consolidated resulting, surviving or transferee entity would immediately thereafter be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt Incurrence Ratio set forth in the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock"; and

(4) each Guarantor, shall have by amendment to its Guarantee and, as applicable the indenture, if necessary, confirmed in writing that its Guarantee shall apply to the obligations of Titan or the surviving entity in accordance with the notes and the indenture.

Upon any consolidation or merger or any transfer of all or substantially all of Titan's assets in accordance with the foregoing, the successor corporation formed by such consolidation or into which Titan is merged or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for, and may exercise every right and power of, Titan under the indenture with the same effect as if such successor corporation had been named therein as Titan, and (except in the case of a lease) Titan shall be released from the obligations under the notes and the indenture except with respect to any obligations that arise from, or are related to, such transaction.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise) of all or substantially all of the properties and assets of one or more Subsidiaries, Titan's interest in which constitutes all or substantially all of Titan's properties and assets, shall be deemed to be the transfer of all or substantially all of Titan's properties and assets.

Subsidiary Guarantors

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that all of Titan's present and future Subsidiaries (other than Foreign Subsidiaries and Cayenta) jointly and severally guaranty all principal, premium, if any, and interest on the notes on a senior subordinated basis.

Notwithstanding anything herein or in the indenture to the contrary, if any of Titan's Subsidiaries (including Foreign Subsidiaries) that is not a Guarantor guarantees any of Titan's other Indebtedness (other than under the Credit Agreement) or any other Indebtedness of any of Titan's Subsidiaries, or Titan or any of Titan's Subsidiaries, individually or collectively, pledges more than 65% of the Voting Equity Interests of a Subsidiary (including Foreign Subsidiaries) that is not a Guarantor to a lender to secure Titan's Indebtedness or any Indebtedness of any Guarantor, then such Subsidiary must become a Guarantor.

Release of Guarantors

The indenture provides that no Guarantor will consolidate or merge with or into (whether or not such Guarantor is the surviving Person) another Person unless, (1) subject to the provisions of the following paragraph and the other provisions of the indenture, the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the obligations of such Guarantor pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee, pursuant to which such Person shall guarantee, on a senior subordinated basis, all of such Guarantor's obligations under such Guarantor's Guarantee on the terms set forth in the indenture; and (2) immediately before and immediately after giving effect to such transaction on a pro forma basis, no Default or Event of Default shall have occurred or be continuing. The provisions of the covenant shall not apply to the merger of any Guarantors with and into each other or with or into Titan.

Upon the sale or disposition (including by merger or stock purchase) of a Guarantor (as an entirety) to an entity which is not and is not required to become a Guarantor, or the designation of a Subsidiary to become an Unrestricted Subsidiary, which transaction is otherwise in compliance with the indenture (including, without limitation, the provisions of the covenant "Limitations on Sale of Assets and Subsidiary Stock"), such Guarantor will be deemed released from its obligations under its Guarantee of the notes; provided, however, that any such termination shall occur only to the extent that all obligations of such Guarantor under all of its guarantees of, and under all of its pledges of assets or other security interests which secure, any of Titan's Indebtedness or any Indebtedness of any other of Titan's Subsidiaries shall also terminate upon such release, sale or transfer and none of its Equity Interests are pledged for the benefit of any holder of any of Titan's Indebtedness or any Indebtedness of any of Titan's Subsidiaries.

Limitation on Status as Investment Company

If the proposed amendments to the indenture become operative, this provision will be deleted. See "The Consent Solicitation — the Proposed Amendments."

The indenture prohibits Titan and Titan's Subsidiaries from being required to register as an "investment company" (as that term is defined in the Investment Company Act of 1940, as amended), or from otherwise becoming subject to regulation under the Investment Company Act.

Reports

If the proposed amendments to the indenture become operative, this provision will be amended. See "The Consent Solicitation — the Proposed Amendments."

The indenture provides that whether or not Titan is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, Titan will deliver to the Trustee and to each Holder and to prospective purchasers of notes, within five days after Titan is or would have been (if Titan were subject to such reporting obligations) required to file such with the Commission, annual and quarterly financial statements substantially equivalent to financial statements that would have been included in reports filed with the Commission, if Titan were subject to the requirements of Section 13 or 15(d) of the Exchange Act, including, with respect to annual information only, a report thereon by Titan's certified independent public accountants as such would be required in such reports to the Commission, and, in each case, together with a management's discussion and analysis of financial condition and results of operations which would be so required and, unless the Commission will not accept such reports, file with the Commission the annual, quarterly and other reports which it is or would have been required to file with the Commission.

Events of Default and Remedies

If the proposed amendments to the indenture become operative, this provision will be amended. See "The Consent Solicitation — the Proposed Amendments."

The indenture defines an "Event of Default" as:

(1) Titan's failure to pay any installment of interest (or Liquidated Damages, if any) on the notes as and when the same becomes due and payable and the continuance of any such failure for 30 days,

(2) Titan's failure to pay all or any part of the principal, or premium, if any, on the notes when and as the same becomes due and payable at maturity, redemption, by acceleration or otherwise, including, without limitation, payment of the Change of Control Purchase Price or the Asset Sale Offer Price, on notes validly tendered and not properly withdrawn pursuant to a Change of Control Offer or Asset Sale Offer, as applicable,

(3) Titan's failure or the failure by any of Titan's Subsidiaries to observe or perform any other covenant or agreement contained in the notes or the indenture and, except for the provisions under "Repurchase of Notes at the Option of the Holder Upon a Change of Control," "Limitation on Sale of Assets and Subsidiary Stock," "Limitation on Merger, Sale or Consolidation" and "Limitation on Restricted Payments," the continuance of such failure for a period of 30 days after written notice is given to Titan by the Trustee or to Titan and the Trustee by the Holders of at least 25% in aggregate principal amount of the notes outstanding,

(4) certain events of bankruptcy, insolvency or reorganization in respect of Titan or any of Titan's Significant Subsidiaries,

(5) a default in Titan's Indebtedness or the Indebtedness of any of Titan's Subsidiaries with an aggregate amount outstanding in excess of $10.0 million (a) resulting from the failure to pay principal at stated maturity or (b) as a result of which the maturity of such Indebtedness has been accelerated prior to its stated maturity,

(6) final unsatisfied judgments not covered by insurance aggregating in excess of $10.0 million, at any one time rendered against Titan or any of Titan's Subsidiaries and not stayed, bonded or discharged within 60 days, and

(7) any Guarantee of a Guarantor ceases to be in full force and effect or becomes unenforceable or invalid or is declared null and void (other than in accordance with the terms of the Guarantee and the indenture) or any Guarantor denies or disaffirms its Obligations under its Guarantee.

The indenture provides that if a Default occurs and is continuing, the Trustee must, within 90 days after the occurrence of such Default, give to the Holders notice of such Default.

If an Event of Default occurs and is continuing (other than an Event of Default specified in clause (4) above relating to Titan or any of Titan's Significant Subsidiaries) then in every such case, unless the principal of all of the notes shall have already become due and payable, either the Trustee or the Holders of at least 25% in aggregate principal amount of the notes then outstanding, by notice in writing to Titan (and to the Trustee if given by Holders) (an "Acceleration Notice"), may declare all principal, determined as set forth below, and accrued interest (and Liquidated Damages, if any) thereon to be due and payable immediately. In the event a declaration of acceleration resulting from an Event of Default described in clause (5) above with respect to any Senior Debt outstanding pursuant to the Credit Agreement has occurred and is continuing, such declaration of acceleration shall be automatically annulled if such default is cured or waived or the holders of the Indebtedness which is the subject of such default have rescinded their declaration of acceleration in respect of such Indebtedness within 30 days thereof and the Trustee has received written notice or such cure, waiver or rescission and no other Event of Default described in clause (5) above has occurred that has not been cured or waived within 30 days of the declaration of such acceleration in respect of such Indebtedness. If an Event of Default specified in clause (4), above, relating to Titan or any of Titan's Significant Subsidiaries occurs, all principal and accrued interest (and Liquidated Damages, if any) thereon will be immediately due and payable on all notes without any declaration or other act on the part of the Trustee or the Holders. The Holders of a majority in aggregate principal amount of notes generally are authorized to rescind such acceleration if all existing Events of Default, other than the non-payment of the principal of, premium, if any, and interest on the notes which have become due solely by such acceleration and except a Default with respect to any provision requiring a supermajority approval to amend, which Default may only be waived by such a supermajority, have been cured or waived.

Prior to the declaration of acceleration of the maturity of the notes, the Holders of a majority in aggregate principal amount of the notes at the time outstanding may waive on behalf of all the Holders any Default, except a Default with respect to any provision requiring a supermajority approval to amend, which Default may only be waived by such a supermajority, and except a Default in the payment of principal of or interest on any note not yet cured or a Default with respect to any covenant or provision which cannot be modified or amended without

the consent of the Holder of each note affected. Subject to the provisions of the indenture relating to the duties of the Trustee, the Trustee is under no obligation to exercise any of its rights or powers under the indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee reasonable security or indemnity.

Subject to all provisions of the indenture and applicable law, the Holders of a majority in aggregate principal amount of the notes at the time outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee.

Legal Defeasance and Covenant Defeasance

The indenture provides that Titan may, at Titan's option and at any time, elect to discharge Titan's obligations and the Guarantors' obligations with respect to the notes ("Legal Defeasance"). If Legal Defeasance occurs, Titan shall be deemed to have paid and discharged all amounts owed under the notes, and the indenture shall cease to be of further effect as to the notes and Guarantees, except that:

(1) Holders will be entitled to receive timely payments for the principal of, premium, if any, and interest (and Liquidated Damages, if any) on the notes, from the funds deposited for that purpose (as explained below);

(2) Titan's obligations will continue with respect to the issuance of temporary notes, the registration of notes, and the replacement of mutilated, destroyed, lost or stolen notes;

(3) The Trustee will retain its rights, powers, duties, and immunities, and Titan will retain Titan's obligations in connection therewith; and

(4) Other Legal Defeasance provisions of the indenture will remain in effect.

In addition, Titan may, at Titan's option and at any time, elect to cause the release of Titan's obligations and the Guarantors' with respect to most of the covenants in the indenture (except as described otherwise therein) ("Covenant Defeasance"). If Covenant Defeasance occurs, certain events (not including non-payment and bankruptcy, receivership, rehabilitation and insolvency events) described under "Events of Default" will no longer constitute Events of Default with respect to the notes. Titan may exercise Legal Defeasance regardless of whether Titan previously exercised Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance (each, a "Defeasance"):

(1) Titan must irrevocably deposit with the Trustee, in trust, for the benefit of Holders of the notes, U.S. legal tender, U.S. Government Obligations or a combination thereof, in amounts that are sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the notes on the stated date for payment or any redemption date thereof, and the Trustee must have, for the benefit of Holders of the notes, a valid, perfected, exclusive security interest in the trust;

(2) In the case of Legal Defeasance, Titan must deliver to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that:

(A) Titan has received from, or there has been published by the Internal Revenue Service, a ruling or

(B) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that Holders of notes will not recognize income, gain or loss for federal income tax purposes as a result of the Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Defeasance had not occurred;

(3) In the case of Covenant Defeasance, Titan must deliver to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that Holders of notes will not recognize income, gain or loss for federal income tax purposes as a result of the Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Defeasance had not occurred;

(4) No Default or Event of Default may have occurred and be continuing on the date of the deposit. In addition, no Event of Default relating to bankruptcy or insolvency may occur at any time from the date of the deposit to the 91st calendar day thereafter;

(5) The Defeasance may not result in a breach or violation of, or constitute a default under the indenture or any other material agreement or instrument to which Titan or any of Titan's Subsidiaries are a party or by which Titan or any of Titan's Subsidiaries are bound;

(6) Titan must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by Titan with the intent to hinder, delay or defraud any other of Titan's creditors; and

(7) Titan must deliver to the Trustee an Officers' Certificate confirming the satisfaction of conditions in clauses (1) through (6) above, and an opinion of counsel confirming the satisfaction of the conditions in clauses (1) (with respect to the validity and perfection of the security interest), (2), (3) and (5) above.

The Defeasance will be effective on the earlier of (i) the 91st day after the deposit, and (ii) the day on which all the conditions above have been satisfied.

If the amount deposited with the Trustee to effect a Defeasance is insufficient to pay the principal of, premium, if any, and interest on the notes when due, or if any court enters an order directing the repayment of the deposit to Titan or otherwise making the deposit unavailable to make payments under the notes when due, then (so long as the insufficiency exists or the order remains in effect) Titan's and the Guarantors' obligations under the indenture and the notes will be revived, and the Defeasance will be deemed not to have occurred.

Amendments and Supplements

The indenture contains provisions permitting Titan, the Guarantors and the Trustee to enter into a supplemental indenture for certain limited purposes without the consent of the Holders. With the consent of the Holders of not less than a majority in aggregate principal amount of the notes at the time outstanding, Titan, the Guarantors and the Trustee are permitted to amend or supplement the indenture or any supplemental indenture or modify the rights of the Holders; provided, that no such modification may, without the consent of each Holder affected thereby:

(1) change the Stated Maturity on any note, or reduce the principal amount thereof or the rate (or extend the time for payment) of interest thereon or any premium payable upon the redemption thereof at Titan's option, or change the city of payment where, or the coin or currency in which, any note or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption at Titan's option, on or after the Redemption Date), or after an Asset Sale or Change of Control has occurred reduce the Change of Control Purchase Price or the Asset Sale Offer Price with respect to the corresponding Asset Sale or Change of Control or alter the provisions (including the defined terms used therein) regarding Titan's right to redeem the notes as a right, or at Titan's option or the provisions (including the defined terms used therein) of the "Repurchase of Notes at the Option of the Holder Upon a Change of Control" covenant in a manner adverse to the Holders, or

(2) reduce the percentage in principal amount of the notes, the consent of whose Holders is required for any such amendment, supplemental indenture or waiver provided for in the indenture, or

(3) modify any of the waiver provisions, except to increase any required percentage or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the Holder of each note affected thereby.

Governing Law

The indenture provides that it and the notes are governed by, and construed in accordance with, the laws of the State of New York including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and New York Civil Practice Laws and Rules 327(b).

No Personal Liability of Partners, Stockholders, Officers, Directors

The indenture provides that no direct or indirect stockholder, employee, officer or director, as such, past, present or future of Titan, the Guarantors or any successor entity shall have any personal liability in respect of Titan's obligations or the obligations of the Guarantors under the indenture or the notes solely by reason of his or its status as such stockholder, employee, officer or director, except that this provision shall in no way limit the obligation of any Guarantor pursuant to any guarantee of the notes.

Certain Definitions

"Acquired Indebtedness" means Indebtedness (including Disqualified Capital Stock) of any Person existing at the time such Person becomes a Subsidiary of Titan, including by designation, or is merged or consolidated into or with Titan or one of its Subsidiaries; provided that Indebtedness of such Person which is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of such transaction shall not be Acquired Indebtedness.

"Acquisition" means the purchase or other acquisition of any Person or all or substantially all the assets of any Person by any other Person, whether by purchase, merger, consolidation, or other transfer, and whether or not for consideration.

"Affiliate" means any Person directly or indirectly controlling or controlled by or under direct or indirect common control with Titan. For purposes of this definition, the term "control" means the power to direct the management and policies of a Person, directly or through one or more intermediaries, whether through the ownership of voting securities, by contract, or otherwise; provided, that with respect to ownership interest in Titan and its Subsidiaries, a Beneficial Owner of 10% or more of the total voting power normally entitled to vote in the election of directors, managers or trustees, as applicable, shall for such purposes be deemed to possess control. Notwithstanding the foregoing, Affiliate shall not include Wholly-owned Subsidiaries.

"Average Life" means, as of the date of determination, with respect to any security or instrument, the quotient obtained by dividing (1) the sum of the products (a) of the number of years from the date of determination to the date or dates of each successive scheduled principal (or redemption) payment of such security or instrument and (b) the amount of each such respective principal (or redemption) payment by (2) the sum of all such principal (or redemption) payments.

"Beneficial Owner" or "beneficial owner" for purposes of the definition of Change of Control and Affiliate has the meaning attributed to it in Rules 13d-3 and 13d-5 under the Exchange Act (as in effect on the Issue Date), whether or not applicable.

"Board of Directors" means, with respect to any Person, the board of directors (or if such Person is not a corporation, the equivalent board of managers or members or body performing similar functions for such Person) of such Person or any committee of the Board of Directors of such Person authorized, with respect to any particular matter, to exercise the power of the board of directors of such Person.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

"Capital Contribution" means any contribution to the equity of Titan from a direct or indirect parent of Titan for which no consideration is paid other than the issuance of Qualified Capital Stock.

"Capitalized Lease Obligation" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"Capital Stock" means, with respect to any corporation, any and all shares, interests, rights to purchase (other than convertible or exchangeable Indebtedness that is not itself otherwise capital stock), warrants, options, participations or other equivalents of or interests (however designated) in stock issued by that corporation.

"Cash Equivalent" means:

(1) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided, that the full faith and credit of the United States of America is pledged in support thereof), or

(2) time deposits, certificates of deposit, commercial paper, bankers' acceptances and money market deposits issued by the parent corporation of, or by, any domestic commercial bank or trust company of recognized standing having capital, surplus and undivided profits aggregating in excess of $500 million, or

(3) commercial paper issued by others rated at least A-2 or the equivalent thereof by Standard & Poor's Corporation or at least P-2 or the equivalent thereof by Moody's Investors Service, Inc., or

(4) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above, entered into with an institution meeting the qualifications described in clause (2) above,

and in the case of each of (1), (2), and (3) above, maturing within one year after the date of acquisition.

"Cayenta" means Cayenta, Inc., a Delaware corporation.

"Change of Control" means (A) any merger or consolidation of Titan with or into any Person or any sale, transfer or other conveyance, whether direct or indirect, of all or substantially all of Titan's assets, on a consolidated basis, in one transaction or a series of related transactions, if, immediately after giving effect to such transaction(s), any "person" (including any group that is deemed to be a "person") is or becomes the "beneficial owner," directly or indirectly, of more than 35% of the voting power of the aggregate Voting Equity Interests of the transferee(s) or surviving entity or entities, (B) any "person" (including any group that is deemed to be a "person") is or becomes the "beneficial owner," directly or indirectly, of more than 35% of the voting power of the aggregate Voting Equity Interests of Titan, (C) the Continuing Directors cease for any reason to constitute a majority of Titan's Board of Directors then in office, (D) Titan adopts a liquidation or (E) any merger or consolidation of Titan with or into another Person or the merger of another Person with or into Titan, or the sale of all or substantially all of Titan's assets to another Person, if Titan's securities that are outstanding immediately prior to such transaction and which represent 100% of the aggregate voting power of Titan's Voting Equity Interests are changed into or exchanged for, cash, securities or property, unless pursuant to such transaction such securities are changed into or exchanged for, in addition to any other consideration, securities of the Surviving Person or transferee that represent, immediately after such transaction, a majority of the aggregate voting power of the Voting Equity Interests of the Surviving Person or transferee.

"Consolidation" means, with respect to Titan, the consolidation of the accounts of the Subsidiaries with those of Titan, all in accordance with GAAP; provided, that "consolidation" will not include consolidation of the

accounts of any Unrestricted Subsidiary with the accounts of Titan. The term "consolidated" has a correlative meaning to the foregoing.

"Consolidated Coverage Ratio" of any Person on any date of determination (the "Transaction Date") means the ratio, on a pro forma basis, of (a) the aggregate amount of Consolidated Cash Flow of such Person attributable to continuing operations and businesses (exclusive of amounts attributable to operations and businesses permanently discontinued or disposed of) for the Reference Period to (b) the aggregate Consolidated Fixed Charges of such Person (exclusive of amounts attributable to operations and businesses permanently discontinued or disposed of, but only to the extent that the obligations giving rise to such Consolidated Fixed Charges would no longer be obligations contributing to such Person's Consolidated Fixed Charges subsequent to the Transaction Date) during the Reference Period; provided, that for purposes of such calculation:

(1) Acquisitions which occurred during the Reference Period or subsequent to the Reference Period and on or prior to the Transaction Date shall be assumed to have occurred on the first day of the Reference Period,

(2) transactions giving rise to the need to calculate the Consolidated Coverage Ratio shall be assumed to have occurred on the first day of the Reference Period,

(3) the incurrence or repayment of any Indebtedness (including issuance of any Disqualified Capital Stock) during the Reference Period or subsequent to the Reference Period and on or prior to the Transaction Date (and the application of the proceeds therefrom to the extent used to refinance or retire other Indebtedness) (other than Indebtedness incurred under any revolving credit facility) shall be assumed to have occurred on the first day of the Reference Period, and

(4) the Consolidated Fixed Charges of such Person attributable to interest on any Indebtedness or dividends on any Disqualified Capital Stock bearing a floating interest (or dividend) rate shall be computed on a pro forma basis as if the average rate in effect from the beginning of the Reference Period to the Transaction Date had been the applicable rate for the entire period, unless such Person or any of its Subsidiaries is a party to an Interest Swap or Hedging Obligation (which shall remain in effect for the 12-month period immediately following the Transaction Date) that has the effect of fixing the interest rate on the date of computation, in which case such rate (whether higher or lower) shall be used.

"Consolidated Cash Flow" means, with respect to any Person, for any period, the Consolidated Net Income of such Person for such period adjusted to add thereto (to the extent deducted from net revenues in determining Consolidated Net Income), without duplication, the sum of

(1) Consolidated income tax expense,

(2) Consolidated depreciation and amortization expense,

(3) Consolidated Fixed Charges, and

(4) all other non-cash items reducing Consolidated Net Income (other than items that will require cash payments and for which an accrual or reserve is, or is required by GAAP to be, made), less all non-cash items increasing Consolidated Net Income (it being understood that such items do not include the accrual of revenues in the ordinary course of business), all as determined on a consolidated basis in accordance with GAAP, less the amount of all cash payments made by such Person or any of its Subsidiaries during such period to the extent such payments relate to non-cash charges that were added back in determining Consolidated Cash Flow for such period or any prior period; provided, that consolidated income tax expense and depreciation and amortization of a Subsidiary that is a less than Wholly-owned Subsidiary shall only be added to the extent of the equity interest of Titan in such Subsidiary.

"Consolidated Fixed Charges" of any Person means, for any period, the aggregate amount (without duplication and determined in each case in accordance with GAAP) of:

(a) interest expensed or capitalized, paid, accrued, or scheduled to be paid or accrued (including, in accordance with the following sentence, interest attributable to Capitalized Lease Obligations) of such Person and its Consolidated Subsidiaries during such period, including (1) original issue discount and non-cash interest payments or accruals on any Indebtedness, (2) the interest portion of all deferred payment obligations, and (3) all commissions, discounts and other fees and charges owed with respect to bankers' acceptances and letters of credit financings and currency and Interest Swap and Hedging Obligations, in each case to the extent attributable to such period; excluding, however, any amount of such interest of any Person if the net income of such Person is excluded in the calculation of Consolidated Net Income pursuant to clause (b) of the definition thereof (but only in the same proportion as the net income of such Person is excluded from the calculation of Consolidated Net Income pursuant to clause (b) of the definition thereof), and

(b) the amount of dividends accrued or payable (or guaranteed) by such Person or any of its Consolidated Subsidiaries in respect of Preferred Stock (other than by Subsidiaries of such Person to such Person or such Person's Wholly-owned Subsidiaries).

For purposes of this definition, (x) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined in good faith by Titan to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (y) interest expense attributable to any Indebtedness represented by the guaranty by such Person or a Subsidiary of such Person of an obligation of another Person shall be deemed to be the interest expense attributable to the Indebtedness guaranteed.

"Consolidated Net Income" means, with respect to any Person for any period, the net income (or loss) of such Person and its Consolidated Subsidiaries (determined on a consolidated basis in accordance with GAAP) for such period, adjusted to exclude (only to the extent included in computing such net income (or loss) and without duplication):

(a) all gains or losses that are either extraordinary (as determined in accordance with GAAP) or are either unusual or non-recurring (including any gain or loss, in each case, on an after-tax basis realized from the sale or other disposition of assets outside the ordinary course of business or from the issuance or sale of any capital stock),

(b) the net income or loss of any Person, other than a Consolidated Subsidiary, in which such Person or any of its Consolidated Subsidiaries has an interest, except to the extent of the amount of any dividends or distributions actually paid in cash to such Person or a Consolidated Subsidiary of such Person during such period, but in any case not in excess of such Person's pro rata share of such Person's net income or loss for such period,

(c) the net income, if positive, of any of such Person's Consolidated Subsidiaries to the extent that the declaration or payment of dividends or similar distributions is not at the time permitted by operation of the terms of its charter or bylaws or any other agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Consolidated Subsidiary, and

(d) one-time cash charges of $3.6 million associated with the optional redemption premium on the HIGH TIDES and $8.0 million in deferred financing fees relating to the HIGH TIDES financing, in each case, which charges were incurred in connection with the HIGH TIDES being redeemed in their entirety.

"Consolidated Subsidiary" means, for any Person, each Subsidiary of such Person (whether now existing or hereafter created or acquired) the financial statements of which are consolidated for financial statement reporting purposes with the financial statements of such Person in accordance with GAAP.

"Continuing Director" means during any period of 12 consecutive months after the Issue Date, individuals who at the beginning of any such 12-month period constituted the Board of Directors of Titan (together with any

new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Titan was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, including new directors designated in or provided for in an agreement regarding the merger, consolidation or sale, transfer or other conveyance, of all or substantially all of the assets of Titan or the Parent, if such agreement was approved by a vote of such majority of directors).

"Credit Agreement" means the Senior Secured Credit Agreement, dated as of May 23, 2002, by and among Titan, as Borrower, the various financial institutions from time to time parties thereto, as Lenders, Wachovia Bank National Association, as administrative agent for the Lenders, The Bank of Nova Scotia, as a syndication agent, Comerica Bank — California, as a syndication agent, Branch Banking and Trust, as a documentation agent and Toronto Dominion (New York), Inc., as a documentation agent providing for (A) an aggregate $350.0 million term loan facility, and (B) an aggregate $135.0 million revolving credit facility, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, as such credit agreement and/or related documents may be amended, restated, supplemented, renewed, replaced or otherwise modified from time to time whether or not with the same agent, trustee, representative lenders or holders, and, subject to the proviso to the next succeeding sentence, irrespective of any changes in the terms and conditions thereof. Without limiting the generality of the foregoing, the term "Credit Agreement" shall include agreements in respect of Interest Swap and Hedging Obligations with lenders (or Affiliates thereof) party to the Credit Agreement and shall also include any amendment, amendment and restatement, renewal, extension, restructuring, supplement or modification to any Credit Agreement and all refundings, refinancings and replacements of any Credit Agreement, including any credit agreement:

(1) extending the maturity of any Indebtedness incurred thereunder or contemplated thereby,

(2) adding or deleting borrowers or guarantors thereunder, so long as borrowers and issuers include one or more of Titan and its Subsidiaries and their respective successors and assigns,

(3) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder; provided, that on the date such Indebtedness is incurred it would not be prohibited by paragraph (c) of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock," or

(4) otherwise altering the terms and conditions thereof in a manner not prohibited by the terms of the indenture.

"Default" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"Disqualified Capital Stock" means with respect to any Person, (a) Equity Interests of such Person that, by its terms or by the terms of any security into which it is convertible, exercisable or exchangeable, is, or upon the happening of an event or the passage of time or both would be, required to be redeemed or repurchased including at the option of the holder thereof by such Person or any of its Subsidiaries, in whole or in part, on or prior to 91 days following the Stated Maturity of the notes and (b) any Equity Interests of any Subsidiary of such Person other than any common equity with no preferences, privileges, and no redemption or repayment provisions. Notwithstanding the foregoing, any Equity Interests that would constitute Disqualified Capital Stock solely because the holders thereof have the right to require Titan to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Capital Stock if the terms of such Equity Interests provide that Titan may not repurchase or redeem any such Equity Interests pursuant to such provisions prior to Titan's purchase of the notes as are required to be purchased pursuant to the provisions of the indenture as described under "Repurchase of Notes at the Option of the Holder Upon a Change of Control" or "Limitation on Sale of Assets and Subsidiary Stock."

"Equity Interests" means Capital Stock or partnership, participation or membership interests and all warrants, options or other rights to acquire Capital Stock or partnership, participation or membership interests

(but excluding any debt security that is convertible into, or exchangeable for, Capital Stock or partnership, participation or membership interests).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Asset Sales" means all Asset Sales of the business, assets or Equity Interests of the following Subsidiaries: (a) Global Net, Inc., (b) Titan Scan Technologies, Inc., (c) Cayenta Canada, Inc. and (d) assets of Effective Technology Consultants, LLC held by Cayenta.

"Exempted Affiliate Transaction" means (a) customary employee compensation arrangements (including any issuance of securities pursuant to, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, bonus plans, stock option and stock ownership plans) approved by a majority of independent (as to such transactions) members of the Board of Directors of Titan, (b) dividends permitted under the terms of the covenant discussed above under "Limitation on Restricted Payments" above and payable, in form and amount, on a pro rata basis to all holders of common stock of Titan, (c) transactions solely between or among Titan and any of its Consolidated Subsidiaries that are Guarantors or solely among Consolidated Subsidiaries of Titan that are Guarantors, (d) the payment of reasonable and customary fees to Titan's directors who are not employees of ours and indemnification arrangements entered into by Titan in the ordinary course of business, (e) any Permitted Investments and any Restricted Payments not prohibited by the "Limitation on Restricted Payments" covenant, and (f) any payments or other transactions pursuant to any tax-sharing agreement between Titan and any other Person with which Titan files a consolidated tax return or with which Titan is part of a consolidated group for tax purposes.

"Existing Indebtedness" means the Indebtedness of Titan and its Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the Issue Date, reduced to the extent such amounts are permanently repaid or retired.

"Foreign Subsidiary" means any Subsidiary of Titan which (i) is not organized under the laws of the United States, any state thereof or the District of Columbia and (ii) conducts substantially all of its business operations outside the United States of America.

"GAAP" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession in the United States as in effect on the Issue Date.

"Guarantee" means a guarantee by the Guarantors of all or any part of the notes.

"Guarantor" means each of Titan's present and future Subsidiaries that at the time are guarantors of the notes in accordance with the indenture.

"HIGH TIDES" means the 5 3/4% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities of Titan Capital Trust, a former wholly-owned subsidiary of Titan, whose sole assets were the 5 3/4% Convertible Senior Subordinated Debentures due February 15, 2030 of Titan, redeemed in June 2003.

"Indebtedness" of any Person means, without duplication,

(a) all liabilities and obligations, contingent or otherwise, of such Person, to the extent such liabilities and obligations would appear as a liability upon the consolidated balance sheet of such Person in accordance with GAAP, (1) in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), (2) evidenced by bonds, notes, debentures or similar

instruments, (3) representing the balance deferred and unpaid of the purchase price of any property or services, except those incurred in the ordinary course of its business that would constitute ordinarily a trade payable to trade creditors;

(b) all liabilities and obligations, contingent or otherwise, of such Person (1) evidenced by bankers' acceptances or similar instruments issued or accepted by banks, (2) relating to any Capitalized Lease Obligation, or (3) evidenced by a letter of credit or a reimbursement obligation of such Person with respect to any letter of credit;

(c) all net obligations of such Person under Interest Swap and Hedging Obligations;

(d) all liabilities and obligations of others of the kind described in the preceding clause (a), (b) or (c) that such Person has guaranteed or provided credit support or that is otherwise its legal liability or which are secured by any assets or property of such Person; provided, that in the case of such liabilities and obligations of others that have been secured solely by assets or property of such Person, without any other recourse to such Person or any other assets of such Person, the amount of such Indebtedness shall be the lesser of (i) the fair market value of such assets or property at such date of determination and (ii) the amount of such Indebtedness so secured;

(e) any and all deferrals, renewals, extensions, refinancing and refundings (whether direct or indirect) of, or amendments, modifications or supplements to, any liability of the kind described in any of the preceding clauses (a), (b), (c) or (d), or this clause (e), whether or not between or among the same parties; and

(f) all Disqualified Capital Stock of such Person (measured at the greater of its voluntary or involuntary maximum fixed repurchase price plus accrued and unpaid dividends).

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Capital Stock, such Fair Market Value to be determined in good faith by the board of directors of the issuer (or managing general partner of the issuer) of such Disqualified Capital Stock.

The amount of any Indebtedness outstanding as of any date shall be (1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount, but the accretion of original issue discount in accordance with the original terms of Indebtedness issued with an original issue discount will not be deemed to be an incurrence and (2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"Interest Swap and Hedging Obligation" means any obligation of any Person pursuant to any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate exchange agreement, currency exchange agreement or any other agreement or arrangement designed to protect against fluctuations in interest rates or currency values, including, without limitation, any arrangement whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a fixed or floating rate of interest on a stated notional amount in exchange for periodic payments made by such Person calculated by applying a fixed or floating rate of interest on the same notional amount.

"Investment" by any Person in any other Person means (without duplication):

(a) the acquisition (whether by purchase, merger, consolidation or otherwise) by such Person (whether for cash, property, services, securities or otherwise) of Equity Interests, capital stock, bonds, notes, debentures, partnership or other ownership interests or other securities, including any options or warrants, of such other Person;

(b) the making by such Person of any deposit with, or advance, loan or other extension of credit to, such other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such other Person) or any commitment to make any such advance, loan or extension (but excluding advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on Titan's consolidated balance sheet or endorsements for collection or deposit arising in the ordinary course of business);

(c) other than guarantees of Indebtedness of Titan or any Guarantor to the extent permitted by the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock," the entering into by such Person of any guarantee of, or other credit support or contingent obligation with respect to, Indebtedness or other liability of such other Person;

(d) the making of any capital contribution by such Person to such other Person; and

(e) the designation by the Board of Directors of Titan of any Person to be an Unrestricted Subsidiary.

Titan shall be deemed to make an Investment in an amount equal to the fair market value of the net assets of any subsidiary (or, if neither Titan nor any of its Subsidiaries has theretofore made an Investment in such subsidiary, in an amount equal to the Investments being made), at the time that such subsidiary is designated an Unrestricted Subsidiary, and any property transferred to an Unrestricted Subsidiary from Titan or a Subsidiary of Titan shall be deemed an Investment valued at its fair market value at the time of such transfer. Titan or any of its Subsidiaries shall be deemed to have made an Investment in a Person that is or was required to be a Guarantor if, upon the issuance, sale or other disposition of any portion of Titan's or the Subsidiary's ownership in the Capital Stock of such Person, such Person ceases to be a Guarantor. The fair market value of each Investment shall be measured at the time made or returned, as applicable.

"Issue Date" means May 15, 2003.

"Junior Security" means any Qualified Capital Stock and any Indebtedness of Titan or a Guarantor, as applicable, that is contractually subordinated in right of payment to Senior Debt at least to the same extent as the notes or the Guarantee, as applicable, and has no scheduled installment of principal due, by redemption, sinking fund payment or otherwise, on or prior to the Stated Maturity of the notes; provided, that in the case of subordination in respect of Senior Debt under the Credit Agreement, "Junior Security" shall mean any Qualified Capital Stock and any Indebtedness of Titan or the Guarantor, as applicable, that:

(1) has a final maturity date occurring after the final maturity date of, all Senior Debt outstanding under the Credit Agreement on the date of issuance of such Qualified Capital Stock or Indebtedness,

(2) is unsecured,

(3) has an Average Life longer than the security for which such Qualified Capital Stock or Indebtedness is being exchanged, and

(4) by their terms or by law are subordinated to Senior Debt outstanding under the Credit Agreement on the date of issuance of such Qualified Capital Stock or Indebtedness at least to the same extent as the notes.

"Lien" means any mortgage, charge, pledge, lien (statutory or otherwise), privilege, security interest, hypothecation or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired.

"Liquidated Damages" means all liquidated damages then owing pursuant to the Registration Rights Agreement.

"Net Cash Proceeds" means the aggregate amount of cash or Cash Equivalents received by Titan in the case of a sale, or Capital Contribution in respect, of Qualified Capital Stock and by Titan and its Subsidiaries in respect of an Asset Sale plus, in the case of an issuance of Qualified Capital Stock upon any exercise, exchange or conversion of securities (including options, warrants, rights and convertible or exchangeable debt) of Titan that were issued for cash on or after the Issue Date, the amount of cash originally received by Titan upon the issuance of such securities (including options, warrants, rights and convertible or exchangeable debt) less, in each case, the sum of all payments, fees, commissions and (in the case of Asset Sales, reasonable and customary), expenses (including, without limitation, the fees and expenses of legal counsel and investment banking fees and expenses) incurred in connection with such Asset Sale or sale of Qualified Capital Stock, and, in the case of an Asset Sale only, less (a) the amount (estimated reasonably and in good faith by Titan) of income, franchise, sales and other applicable taxes required to be paid by Titan or any of its respective Subsidiaries in connection with such Asset Sale in the taxable year that such sale is consummated or in the immediately succeeding taxable year, the computation of which shall take into account the reduction in tax liability resulting from any available operating losses and net operating loss carryovers, tax credits and tax credit carryforwards, and similar tax attributes, and (b) payments made to repay Indebtedness outstanding at the time of such Asset Sale that is secured by a Lien on the asset or assets that were the subject of such Asset Sale, which Indebtedness was required to be repaid in accordance with the terms of such Lien.

"Obligation" means any principal, premium or interest payment, or monetary penalty, or damages, due by Titan or any Guarantor under the terms of the notes or the indenture, including any Liquidated Damages due pursuant to the terms of the Registration Rights Agreement.

"Officers' Certificate" means the officers' certificate to be delivered upon the occurrence of certain events as set forth in the indenture.

"Permitted Earn-Out Obligations" means any obligation of Titan or any Guarantor requiring Titan or such Guarantor to make a payment in respect of an adjustment to the purchase price, or any similar obligation, in either case, incurred or assumed in connection with an Acquisition by Titan or such Guarantor.

"Permitted Indebtedness" means that:

(a) Titan and the Guarantors may incur Indebtedness evidenced by the notes and the Guarantees issued pursuant to the indenture up to the amounts being issued on the original Issue Date less any amounts repaid or retired;

(b) Titan and the Guarantors, as applicable, may incur Refinancing Indebtedness with respect to any Existing Indebtedness or any Indebtedness (including Disqualified Capital Stock), described in clause (a) of this definition or incurred pursuant to the Debt Incurrence Ratio test of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock," or which was refinanced pursuant to this clause (b);

(c) Titan and its Subsidiaries may incur Indebtedness solely in respect of workers' compensation claims, self insurance obligations, bankers acceptances, letters of credit, performance, surety and similar bonds and completion guaranties (to the extent that such incurrence does not result in the incurrence of any obligation to repay any obligation relating to borrowed money or other Indebtedness), all in the ordinary course of business in accordance with customary industry practices, in amounts and for the purposes customary in Titan's industry;

(d) Titan may incur Indebtedness owed to (borrowed from) any Guarantor, and any Guarantor may incur Indebtedness owed to (borrowed from) any other Guarantor or Titan; provided, that in the case of Indebtedness of Titan, such obligations shall be unsecured and contractually subordinated in all respects to Titan's obligations pursuant to the notes and any event that causes such Guarantor no longer to be a Guarantor respectively (including by designation to be an Unrestricted Subsidiary) shall be deemed to be a

new incurrence by such issuer of such Indebtedness and any guarantor thereof subject to the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Stock;"

(e) any Guarantor may guaranty any Indebtedness of Titan or another Guarantor that was permitted to be incurred pursuant to the indenture, substantially concurrently with such incurrence or at the time such Person becomes a Subsidiary;

(f) Titan and the Guarantors may incur Interest Swap and Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate or currency risk with respect to any fixed or floating rate Indebtedness that is permitted by the indenture to be or any receivable or liability the payment of which is determined by reference to a foreign currency; provided, that the notional amount of any such Interest Swap and Hedging Obligation does not exceed the principal amount of Indebtedness to which such Interest Swap and Hedging Obligation relates;

(g) Titan and the Guarantors may incur Indebtedness arising from Permitted Earn-Out Obligations; provided, that either (1) immediately after giving effect thereto, on a pro forma basis, Titan would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt Incurrence Ratio set forth in the covenant "— Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock" or (2) Titan could incur the amount of such Indebtedness under any of clauses (b) or (c) set forth in the covenant "— Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock" (or a combination thereof), and, in such event, such incurrence shall, until such time as the aggregate amount incurred is paid, reduce the amount available under any of such clauses (or a combination thereof), as determined by Titan, in an aggregate amount equal to the Permitted Earn-Out Obligation;

(h) Indebtedness incurred by Foreign Subsidiaries in an aggregate principal amount at any time outstanding not to exceed $5.0 million pursuant to this clause (h).

"Permitted Investment" means:

(a) any Investment in any of the notes;

(b) any Investment in Cash Equivalents;

(c) intercompany notes to the extent permitted under clause (d) of the definition of "Permitted Indebtedness";

(d) any Investment by Titan or any Subsidiary in (i) Titan or any Guarantor, or (ii) a Person in a Related Business if as a result of such Investment such Person immediately becomes a Guarantor or such Person is immediately merged with or into Titan or a Guarantor;

(e) other Investments in any Person or Persons, provided, that after giving pro forma effect to each such Investment, the aggregate amount of all such Investments made on and after the Issue Date pursuant to this clause (e) that are outstanding (after giving effect to any such Investments that are returned to Titan or the Guarantor that made such prior Investment, without restriction, in cash on or prior to the date of any such calculation, but only up to the amount of the Investment made under this clause (e) in such Person, at any time does not in the aggregate exceed $15.0 million (measured by the value attributed to the Investment at the time made or returned, as applicable);

(f) any Investment in any Person in exchange for Titan's Qualified Capital Stock or the Net Cash Proceeds of any substantially concurrent sale of Titan's Qualified Capital Stock;

(g) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "Limitation on Sale of Assets and Subsidiary Stock" or any transaction not constituting an Asset Sale by reason of the $1.5 million threshold contained in clause (5) of the fifth paragraph thereof;

(h) Investments by Titan pursuant to the terms of the (i) Senior Secured Credit Facility, dated August 2, 2002, between Titan and SureBeam Corporation and pursuant to the leases guaranteed or held by Titan and scheduled therein, (ii) Loan Agreement dated June 22, 2000 between Hawaii Pride, LLC, a limited liability company, and Webank, and (iii) Absolute and Unconditional Guarantee of Payment by Titan to the extent of ownership, dated June 22, 2000 and Indemnity Agreement, dated June 22, 2000, as such agreements exist on the Issue Date, in each case, without any amendment affecting the dollar amount to be invested thereunder;

(i) Investments by Titan pursuant to the terms of the partnership or limited liability corporation operating agreement as applicable of (i) Titan Investment Partners, L.P. (ii) Hamilton Apex Technology Ventures L.P. and (iii) Virtual Capital of California, L.L.C., in each case, as such agreements exist on the Issue Date, without any amendment affecting the dollar amount to be invested thereunder;

(j) loans and advances to employees of Titan or any of its Subsidiaries in the ordinary course of business, not to exceed $2.5 million at any time outstanding;

(k) an Investment in a Foreign Subsidiary in an aggregate amount at any time outstanding not to exceed $5.0 million pursuant to this clause (k);

(l) Interest Rate and Hedging Obligations that are permitted under the covenant “Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock;”

(m) Investments in any joint venture or similar Person in which Titan beneficially owns at least 20% of the outstanding Voting Equity Interests and the primary business of which is reasonably related, ancillary or complementary to the business of Titan and its Subsidiaries on the date of such Investment; provided, that after giving pro forma effect to each such Investment, the aggregate amount of all such Investments made on and after the Issue Date pursuant to this clause (m) that are outstanding (after giving effect to any such Investments that are returned to Titan or the Guarantor that made such prior Investment, without restriction, in cash on or prior to the date of any such calculation, but only up to the amount of the Investment made under this clause (m) in such Person, at any time does not in the aggregate exceed $10.0 million (measured by the value attributed to the Investment at the time made or returned, as applicable);

(n) Investments constituting (i) accounts receivable arising, (ii) trade debt granted or (iii) deposits made in connection with the purchase price of goods or services, in each case in the ordinary course of business; and

(o) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business.

“Permitted Lien” means:

(a) Liens existing on the Issue Date;

(b) Liens imposed by governmental authorities for taxes, assessments or other charges not yet subject to penalty or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of Titan in accordance with GAAP;

(c) statutory liens of carriers, warehousemen, mechanics, material men, landlords, repairmen or other like Liens arising by operation of law in the ordinary course of business provided that (1) the underlying obligations are not overdue for a period of more than 60 days, or (2) such Liens are being contested in good faith and by appropriate proceedings and adequate reserves with respect thereto are maintained on the books of Titan in accordance with GAAP;

(d) Liens securing the performance of bids, trade contracts (other than borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, zoning, similar restrictions and other similar encumbrances or title defects which, singly or in the aggregate, do not in any case materially detract from the value of the property, subject thereto (as such property is used by Titan or any of its Subsidiaries) or interfere with the ordinary conduct of the business of Titan or any of its Subsidiaries;

(f) Liens arising by operation of law in connection with judgments, only to the extent, for an amount and for a period not resulting in an Event of Default with respect thereto;

(g) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or similar legislation;

(h) Liens securing the notes;

(i) Liens securing Indebtedness of a Person existing at the time such Person becomes a Subsidiary or is merged with or into Titan or a Subsidiary or Liens securing Indebtedness incurred in connection with an Acquisition, provided, that such Liens were in existence prior to the date of such acquisition, merger or consolidation, were not incurred in anticipation thereof, and do not extend to any other assets;

(j) Liens arising from Purchase Money Indebtedness permitted to be incurred pursuant to the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock" provided such Liens relate solely to the property which is subject to such Purchase Money Indebtedness and the principal amount of the Purchase Money Indebtedness secured thereby does not exceed 100% of the cost of such assets;

(k) leases or subleases granted to other Persons in the ordinary course of business not materially interfering with the conduct of the business of Titan or any of its Subsidiaries or materially detracting from the value of the relative assets of Titan or any Subsidiary;

(l) Liens arising from precautionary Uniform Commercial Code financing statement filings regarding operating leases entered into by Titan or any of its Subsidiaries in the ordinary course of business;

(m) Liens securing Refinancing Indebtedness incurred to refinance any Indebtedness that was previously so secured in a manner no more adverse to the Holders of the notes than the terms of the Liens securing such refinanced Indebtedness, and provided that the Indebtedness secured is not increased and the Lien is not extended to any additional assets or property that would not have been security for the Indebtedness refinanced; and

(n) Liens securing Senior Debt of Titan or any Guarantor (including under the Credit Agreement) incurred in accordance with the provisions of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock";

(o) Liens securing Indebtedness of any Foreign Subsidiary incurred in accordance with the provisions of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock";

(p) Liens securing Interest Rate and Hedging Obligations that are permitted under the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock";

(q) A Lien on the funds or securities deposited with the Trustee under the indenture relating to the notes for the purpose of defeasing or redeeming the notes on or prior to the maturity date to the extent permitted or required by the indenture; and

(r) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution.

"Person" or "person" means any corporation, individual, limited liability company, joint stock company, joint venture, partnership, limited liability company, unincorporated association, governmental regulatory entity, country, state or political subdivision thereof, trust, municipality or other entity.

"Preferred Stock" means any Equity Interest of any class or classes of a Person (however designated) which is preferred as to payments of dividends, or as to distributions upon any liquidation or dissolution, over Equity Interests of any other class of such Person.

"Pro Forma" or "pro forma" shall have the meaning set forth in Regulation S-X of the Securities Act, unless otherwise specifically stated herein.

"Public Equity Offering" means an underwritten public offering pursuant to a registration statement filed with the SEC in accordance with the Securities Act, of Qualified Capital Stock of Titan.

"Purchase Money Indebtedness" of any Person means any Indebtedness of such Person to any seller or other Person incurred solely to finance the acquisition (including in the case of a Capitalized Lease Obligation, the lease), construction, installation or improvement of any after acquired real or personal tangible property which, in the reasonable good faith judgment of the Board of Directors of Titan, is directly related to a Related Business of Titan and which is incurred concurrently with such acquisition, construction, installation or improvement and is secured only by the assets so financed.

"Qualified Capital Stock" means any Capital Stock of Titan that is not Disqualified Capital Stock.

"Qualified Exchange" means:

(1) any legal defeasance, redemption, retirement, repurchase or other acquisition of Capital Stock, or Indebtedness of Titan issued after the Issue Date with the Net Cash Proceeds received by Titan from the substantially concurrent sale of its Qualified Capital Stock (other than to a Subsidiary), or

(2) any issuance of Qualified Capital Stock of Titan in exchange for any Capital Stock or Indebtedness of Titan issued after the Issue Date.

"Recourse Indebtedness" means Indebtedness (a) as to which neither Titan nor any of its Subsidiaries (1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (2) is directly or indirectly liable (as a guarantor or otherwise), or (3) constitutes the lender, and (b) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of Titan or any of its Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"Reference Period" with regard to any Person means the four full fiscal quarters (or such lesser period during which such Person has been in existence) ended immediately preceding any date upon which any determination is to be made pursuant to the terms of the notes or the indenture.

"Refinancing Indebtedness" means Indebtedness (including Disqualified Capital Stock) (a) issued in exchange for, or the proceeds from the issuance and sale of which are used substantially concurrently to repay, redeem, defease, refund, refinance, discharge or otherwise retire for value, in whole or in part, or (b) constituting an amendment, modification or supplement to, or a deferral or renewal of ((a) and (b) above are, collectively, a "Refinancing"), any Indebtedness (including Disqualified Capital Stock) in a principal amount or, in the case of Disqualified Capital Stock, liquidation preference, not to exceed (after deduction of reasonable and customary fees and expenses incurred in connection with the Refinancing plus the amount of any premium paid in connection with such Refinancing) the lesser of (1) the principal amount or, in the case of Disqualified Capital Stock, liquidation preference, of the Indebtedness (including Disqualified Capital Stock) so Refinanced and (2) if such Indebtedness being Refinanced was issued with an original issue discount, the accreted value thereof (as determined in accordance with GAAP) at the time of such Refinancing; provided, that (A) such Refinancing Indebtedness shall only be used to refinance outstanding Indebtedness (including Disqualified Capital Stock) of such Person issuing such Refinancing Indebtedness, (B) such Refinancing Indebtedness shall (x) not have an

Average Life shorter than the Indebtedness (including Disqualified Capital Stock) to be so refinanced at the time of such Refinancing and (y) in all respects, be no less contractually subordinated or junior, if applicable, to the rights of Holders of the notes than was the Indebtedness (including Disqualified Capital Stock) to be refinanced, (C) such Refinancing Indebtedness shall have a final stated maturity or redemption date, as applicable, no earlier than the final stated maturity or redemption date, as applicable, of the Indebtedness (including Disqualified Capital Stock) to be so refinanced or, if sooner, 91 days after the Stated Maturity of the notes, and (D) such Refinancing Indebtedness shall be secured (if secured) in a manner no more adverse to the Holders of the notes than the terms of the Liens (if any) securing such refinanced Indebtedness, including, without limitation, the amount of Indebtedness secured shall not be increased.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the Issue Date, by and among Titan and the other parties named on the signature pages thereof, as such agreement may be amended, modified or supplemented from time to time.

"Related Business" means the business conducted (or proposed to be conducted) by Titan and its Subsidiaries as of the Issue Date and any and all businesses that in the good faith judgment of the Board of Directors of Titan are materially related businesses.

"Restricted Investment" means, in one or a series of related transactions, any Investment, other than other Permitted Investments.

"Restricted Payment" means, with respect to any Person:

(a) the declaration or payment of any dividend or other distribution in respect of Equity Interests of such Person or any parent of such Person,

(b) any payment (except to the extent with Qualified Capital Stock) on account of the purchase, redemption or other acquisition or retirement for value of Equity Interests of such Person or any parent of such Person (other than any such Equity Interests held by Titan or any of its Subsidiaries),

(c) other than with the proceeds from the substantially concurrent sale of, or in exchange for, Refinancing Indebtedness, any purchase, redemption, or other acquisition or retirement for value of, any payment in respect of any amendment of the terms of or any defeasance of, any Subordinated Indebtedness, directly or indirectly, by such Person or a parent or Subsidiary of such Person prior to the scheduled maturity, any scheduled repayment of principal, or scheduled sinking fund payment, as the case may be, of such Indebtedness and

(d) any Restricted Investment by such Person; provided, however, that the term "Restricted Payment" does not include (1) any dividend, distribution or other payment on or with respect to Equity Interests of an issuer to the extent payable solely in shares of Qualified Capital Stock of such issuer, or (2) any dividend, distribution or other payment to Titan, or to any of its Guarantors, by any Subsidiary of Titan.

"Securities Act" means the Securities Act of 1933, as amended.

"Senior Debt" of Titan or any Guarantor means Indebtedness (including any monetary obligations (including fees, expenses and indemnification obligations) of Titan or such Guarantor in respect of such Indebtedness, including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to Titan or such Guarantor at the rate provided for in the documentation with respect thereto, whether or not post-filing interest is allowed in such proceeding) of Titan or such Guarantor arising under the Credit Agreement or that, by the terms of the instrument creating or evidencing such Indebtedness, is expressly designated Senior Debt and made senior in right of payment to the notes or the applicable Guarantee; provided, that in no event shall Senior Debt include (a) Indebtedness to any Subsidiary of Titan or any officer, director or employee of Titan or any Subsidiary of Titan, (b) Indebtedness incurred in violation of the terms of the indenture,

(c) Indebtedness to trade creditors, (d) Disqualified Capital Stock, (e) Capitalized Lease Obligations, and (f) any liability for taxes owed or owing by Titan or such Guarantor.

"Significant Subsidiary" shall have the meaning provided under Regulation S-X of the Securities Act, as in effect on the Issue Date.

"Stated Maturity," when used with respect to any Note, means May 15, 2011.

"Subordinated Indebtedness" means Indebtedness of Titan or a Guarantor that is subordinated in right of payment by its terms or the terms of any document or instrument or instrument relating thereto ("contractually") to the notes or such Guarantee, as applicable, in any respect.

"Subsidiary," with respect to any Person, means (1) a corporation a majority of whose Equity Interests with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by such Person and one or more Subsidiaries of such Person or by one or more Subsidiaries of such Person, (2) any other Person (other than a corporation) in which such Person, one or more Subsidiaries of such Person, or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof has a majority ownership interest, or (3) a partnership in which such Person or a Subsidiary of such Person is, at the time, a general partner. Notwithstanding the foregoing, an Unrestricted Subsidiary shall not be a Subsidiary of Titan or of any Subsidiary of Titan. Unless the context requires otherwise, Subsidiary means each direct and indirect Subsidiary of Titan. "Subsidiary" shall not include Titan Capital Trust.

"Unrestricted Subsidiary" means any subsidiary of Titan that does not directly, indirectly or beneficially own any Capital Stock of, and Subordinated Indebtedness of, or own or hold any Lien on any property of, Titan or any other Subsidiary of Titan and that, at the time of determination, shall be an Unrestricted Subsidiary (as designated by the Board of Directors of Titan); provided, that such Subsidiary at the time of such designation (a) has no Recourse Indebtedness; (b) is not party to any agreement, contract, arrangement or understanding with Titan or any Subsidiary of Titan unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Titan or such Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Titan; (c) is a Person with respect to which neither Titan nor any of its Subsidiaries has any direct or indirect obligation (x) to subscribe for additional Equity Interests or (y) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (d) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of Titan or any of its Subsidiaries. The Board of Directors of Titan may designate any Unrestricted Subsidiary to be a Subsidiary, provided, that (1) no Default or Event of Default is existing or will occur as a consequence thereof and (2) immediately after giving effect to such designation, on a pro forma basis, Titan could incur at least $1.00 of Indebtedness pursuant to the Debt Incurrence Ratio of the covenant "Limitation on Incurrence of Additional Indebtedness and Disqualified Capital Stock." Each such designation shall be evidenced by filing with the Trustee a certified copy of the resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"U.S. Government Obligations" means direct non-callable obligations of, or noncallable obligations guaranteed by, the United States of America for the payment of which obligation or guarantee the full faith and credit of the United States of America is pledged.

"Voting Equity Interests" means Equity Interests which at the time are entitled to vote in the election of, as applicable, directors, members or partners generally.

"Wholly-owned Subsidiary" means a Subsidiary all the Equity Interests of which (other than directors' qualifying Shares) are owned by Titan or one or more Wholly-owned Subsidiaries of Titan or a combination thereof.

Book-Entry; Delivery; Form and Transfer

The notes will initially be in the form of one or more registered global notes without interest coupons (collectively, the "Global Notes"). Upon issuance, the Global Notes will be deposited with the trustee, as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee for credit to the accounts of DTC's Direct and Indirect Participants (as defined below). Transfer of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its Direct or Indirect Participants, including, if applicable, those of the Euroclear System and Clearstream, Luxembourg (formerly Cedelbank), which may change from time to time.

The Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee in certain limited circumstances. Beneficial interests in the Global Notes may be exchanged for Notes in certificated form in certain limited circumstances. See "— Transfer of Interests in Global Notes for Certificated Notes" below.

Initially, the trustee will act as Paying Agent and Registrar. The notes may be presented for registration of transfer and exchange at the offices of the Registrar.

Depositary Procedures

DTC has advised Titan that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Direct Participants") and to facilitate the clearance and settlement of transactions in those securities between Direct Participants through electronic book-entry changes in accounts of Participants. The Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities that clear through or maintain a direct or indirect, custodial relationship with a Direct Participant (collectively, the "Indirect Participants"), including Euroclear and Clearstream, Luxembourg. DTC may hold securities beneficially owned by other persons only through the Direct Participants or Indirect Participants and such other person's ownership interest and transfer of ownership interest will be recorded only on the records of the Direct Participant and/or Indirect Participant and not on the records maintained by DTC.

DTC has advised Titan that, pursuant to DTC's procedures, DTC will maintain records of the ownership interests of such Direct Participants in the Global Notes and the transfer of ownership interests by and between Direct Participants. DTC will not maintain records of the ownership interests of, or the transfer of ownership interests by and between, Indirect Participants or other owners of beneficial interests in the Global Notes. Direct Participants and Indirect Participants must maintain their own records of the ownership interests of, and the transfer of ownership interests by and between, Indirect Participants and other owners of beneficial interests in the Global Notes.

Investors in the Global Notes may hold their interests therein directly through DTC if they are Direct Participants in DTC, indirectly through organizations that have accounts with Direct Participants, including Euroclear or Clearstream, Luxembourg, or indirectly through organizations that are participants in Euroclear or Clearstream, Luxembourg. Morgan Guaranty Trust Company of New York, Brussels office is the operator and depository of Euroclear and Clearstream Banking S.A. is the operator and depository of Clearstream, Luxembourg (each a "Nominee" of Euroclear and Clearstream, Luxembourg, respectively). Therefore, they will each be recorded on DTC's records as the holders of all ownership interests held by them on behalf of Euroclear and Clearstream, Luxembourg, respectively. Euroclear and Clearstream, Luxembourg must maintain on their own records the ownership interests, and transfers of ownership interests by and between, their own customers' securities accounts. DTC will not maintain such records. All ownership interests in any Global Notes, including those of customers' securities accounts held through Euroclear or Clearstream, Luxembourg, may be subject to the procedures and requirements of DTC.

The laws of some states in the United States require that certain persons take physical delivery in definitive, certificated form, of securities that they own. This may limit or curtail the ability to transfer beneficial interests in a Global Note to such persons. Because DTC can act only on behalf of Direct Participants, which in turn act on behalf of Indirect Participants and others, the ability of a person having a beneficial interest in a Global Note to pledge such interest to persons or entities that are not Direct Participants in DTC, or to otherwise take actions in respect of such interests, may be affected by the lack of physical certificates evidencing such interests. For certain other restrictions on the transferability of the notes see "— Transfers of Interests in Global Notes for Certificated Notes" below.

Except as described in "— Transfers of Interests in Global Notes for Certificated Notes," owners of beneficial interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or holders thereof under the Indenture for any purpose.

Under the terms of the Indenture, Titan, the Guarantors and the trustee will treat the persons in whose names the notes are registered (including notes represented by Global Notes) as the owners thereof for the purpose of receiving payments and for any and all other purposes whatsoever. Payments in respect of the principal, premium, Liquidated Damages, if any, and interest on Global Notes registered in the name of DTC or its nominee will be payable by the trustee to DTC or its nominee as the registered holder under the Indenture. Consequently, neither Titan, the Guarantors, the trustee nor any agent of ours, the Guarantors or the trustee has or will have any responsibility or liability for (i) any aspect of DTC's records or any Direct Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Direct Participant's or Indirect Participant's records relating to the beneficial ownership interests in any Global Note or (ii) any other matter relating to the actions and practices of DTC or any of its Direct Participants or Indirect Participants.

DTC has advised Titan that its current payment practice (for payments of principal, interest and the like) with respect to securities such as the notes is to credit the accounts of the relevant Direct Participants with such payment on the payment date in amounts proportionate to such Direct Participant's respective ownership interests in the Global Notes as shown on DTC's records. Payments by Direct Participants and Indirect Participants to the beneficial owners of the notes will be governed by standing instructions and customary practices between them and will not be the responsibility of DTC, the trustee, Titan or the Guarantors. None of Titan, the Guarantors or the trustee will be liable for any delay by DTC or its Direct Participants or Indirect Participants in identifying the beneficial owners of the notes, and Titan and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee as the registered owner of the notes for all purposes.

The Global Notes will trade in DTC's Same-Day Funds Settlement System and, therefore, transfers between Direct Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in immediately available funds. Transfers between Indirect Participants (other than Indirect Participants who hold an interest in the Notes through Euroclear or Clearstream, Luxembourg) who hold an interest through a Direct Participant will be effected in accordance with the procedures of such Direct Participant but generally will settle in immediately available funds. Transfers between and among Indirect Participants who hold interests in any Global Notes through Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers between Direct Participants in DTC, on the one hand, and Indirect Participants who hold interests in the notes through Euroclear or Clearstream, Luxembourg, on the other hand, will be effected by Euroclear's or Clearstream, Luxembourg's respective Nominee through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, Luxembourg; however, delivery of instructions relating to cross-market transactions must be made directly to Euroclear or Clearstream, Luxembourg, as the case may be, by the counterparty in accordance with the rules and procedures of Euroclear or Clearstream, Luxembourg and within

their established deadlines. Indirect Participants who hold interests in the notes through Euroclear and Clearstream, Luxembourg may not deliver instructions directly to Euroclear or Clearstream, Luxembourg's Nominee. Euroclear or Clearstream, Luxembourg will, if the transaction meets its settlement requirements, deliver instructions to its respective Nominee to deliver or receive interests on Euroclear's or Clearstream, Luxembourg's behalf in the relevant Global Note in DTC, and make or receive payment in accordance with normal procedures for same-day fund settlement applicable to DTC.

Because of time zone differences the securities accounts of an Indirect Participant who holds an interest in the notes through Euroclear or Clearstream, Luxembourg purchasing an interest in a Global Note from a Direct Participant in DTC will be credited and any such crediting will be reported to Euroclear or Clearstream, Luxembourg during the European business day immediately following the settlement date of DTC in New York. Although recorded in DTC's accounting records as of DTC's settlement date in New York, Euroclear and Clearstream, Luxembourg customers will not have access to the cash amount credited to their accounts as a result of a sale of an interest in a Global Note to a DTC Participant until the European business day for Euroclear or Clearstream Luxembourg immediately following DTC's settlement date.

DTC has advised Titan that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Direct Participants to whose account interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such Direct Participant or Direct Participants has or have given direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange Global Notes (without the direction of one or more of its Direct Participants) for notes in certificated form, and to distribute such certificated forms of Notes to its Direct Participants. See "— Transfers of Interests in Global Notes for Certificated Notes" below.

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among Direct Participants, including Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. None of Titan, the Guarantors or the trustee shall have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective Direct and Indirect Participants of their respective obligations under the rules and procedures governing any of their operations.

The information in this section concerning DTC, Euroclear and Clearstream, Luxembourg and their book-entry systems has been obtained from sources that Titan believes to be reliable, but Titan and Lockheed Martin take no responsibility for the accuracy thereof.

Transfers of Interests in Global Notes for Certificated Notes

An entire Global Note may be exchanged for definitive notes in registered, certificated form without interest coupons ("Certificated Notes") if (1) DTC (x) notifies Titan that it is unwilling or unable to continue as depositary for the Global Notes and Titan thereupon fail to appoint a successor depositary within 90 days or (y) has ceased to be a clearing agency registered under the Exchange Act, (2) Titan at its option, notify the trustee in writing that Titan elects to cause the issuance of Certificated Notes or (3) upon the request of the trustee or Holders of a majority of the outstanding principal amount of notes, after there shall have occurred and be continuing a Default or an Event of Default with respect to the notes. In any such case, Titan will notify the trustee in writing that, upon surrender by the Direct and Indirect Participants of their interest in such Global Note, Certificated Notes will be issued to each person that such Direct and Indirect Participants and DTC identify as being the beneficial owner of the related notes.

Beneficial interests in Global Notes held by any Direct or Indirect Participant may be exchanged for Certificated Notes upon request to DTC, by such Direct Participant (for itself or on behalf of an Indirect Participant), to the trustee in accordance with customary DTC procedures. Certificated Notes delivered in

exchange for any beneficial interest in any Global Note will be registered in the names, and issued in any approved denominations, requested by DTC on behalf of such Direct or Indirect Participants (in accordance with DTC's customary procedures).

None of Titan, the Guarantors or the trustee will be liable for any delay, by the holder of any Global Note or DTC in identifying the beneficial owners of notes, and Titan and the trustee may conclusively rely on, and will be protected in relying on, instructions from the holder of the Global Note or DTC for all purposes.

Same Day Settlement and Payment

The indenture will require that payments in respect of the notes represented by the Global Notes (including principal, premium, if any, interest and Liquidated Damages, if any) be made by wire transfer of immediately available same day funds to the accounts specified by the holder of interests in such Global Note. With respect to Certificated Notes, Titan will make all payments of principal, premium, if any, interest and Liquidated Damages, if any, by wire transfer of immediately available same day funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address. Titan expects that secondary trading in the Certificated Notes will also be settled in immediately available funds.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes, subject to the limitations set forth below, certain U.S. federal income tax consequences to U.S. holders (as defined below) of the exchange offer and the proposed amendments. The discussion is based upon provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, judicial authority, current administrative rulings and practice, and existing and proposed Treasury Regulations, all as in effect and existing on the date hereof. Legislative, judicial or administrative changes or interpretations may be forthcoming that could alter or modify the validity of the statements and conclusions set forth below. Any such changes or interpretations may be retroactive and could adversely affect a noteholder. There can be no assurance that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described herein, and Titan has not obtained, nor does it intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of the exchange offer and the proposed amendments. This discussion assumes that the outstanding notes and the exchange notes are held as capital assets (as defined in Section 1221 of the Code) by the noteholders.

This discussion applies only to U.S. holders. As used herein, the term "U.S. holder" means a beneficial owner of an outstanding note or an exchange note who is, for U.S. federal income tax purposes: (i) a citizen or resident of the United States, (ii) treated as a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust that is subject to the primary supervision of a court within the United States and the control of a United States person as described in Section 7701(a)(30) of the Code.

This discussion does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular noteholders in light of their personal investment circumstances or status, nor does it discuss the U.S. federal income tax consequences to certain types of noteholders subject to special treatment under the U.S. federal income tax laws, such as certain financial institutions, insurance companies, mutual funds, dealers in securities or foreign currency, tax-exempt organizations, or persons that hold notes that are a hedge against, or that are hedged against, currency risk or that are part of a straddle or conversion transaction, or persons whose functional currency is not the U.S. dollar. Moreover, the effect of any applicable state, local or foreign tax laws is not discussed.

THE FOLLOWING DISCUSSION IS FOR GENERAL INFORMATION ONLY. EACH HOLDER OF OUTSTANDING NOTES IS STRONGLY URGED TO CONSULT WITH ITS OWN TAX ADVISORS TO DETERMINE THE IMPACT OF SUCH NOTEHOLDER'S PERSONAL TAX SITUATION ON THE ANTICIPATED TAX CONSEQUENCES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL AND FOREIGN TAXING JURISDICTIONS, OF THE EXCHANGE OFFER AND THE PROPOSED AMENDMENTS.

Consequences to U.S. Holders if the Merger is Completed

General. Subject to the discussion below regarding the consent fee, the adoption of the proposed amendments will not result in the recognition of any gain or loss to any U.S. holder if either (i) the notes, both as originally issued and as modified by the proposed amendments, constitute "securities" for federal income tax purposes as discussed below under "Treatment of Notes as Securities," or (ii) the proposed amendments do not constitute a "significant modification" of the notes for federal income tax purposes as discussed below under "Treatment of Proposed Amendments as a Significant Modification." If either such condition is satisfied, the noteholder will generally have a tax basis in the modified notes equal to the noteholder's adjusted tax basis in the notes immediately prior to the modification, and the noteholder's holding period for the modified notes will include the noteholder's holding period for the notes prior to the modification. See "Consequences if Notes are not Securities and Proposed Amendments Result in Significant Modification" below for a discussion of the

federal income tax consequences to noteholders of the proposed amendments if neither of the conditions described above is met.

Treatment of Notes as Securities. As noted above, if the notes, both as originally issued and as modified by the proposed amendments, are considered "securities" for federal income tax purposes, then, subject to the discussion below regarding the consent fee, the adoption of the proposed amendments would be treated as a non-recognition event to U.S. holders pursuant to the reorganization provisions of the Code. The term "security" is not defined in the Code or applicable regulations and has not been clearly defined by court decisions. Although there are a number of factors that may affect the determination of whether a debt instrument is a "security," one of the most important factors is the original term of the instrument, or the length of time between the issuance of the instrument and its maturity. Titan believes that the notes, both as originally issued and as modified by the proposed amendments, should be treated as "securities" for federal income tax purposes. Therefore, Titan believes that U.S. holders should not recognize gain or loss in connection with the modification of the notes resulting from the implementation of the proposed amendments and the completion of the merger. Consistent with the foregoing, Titan and Lockheed Martin intend to take the position, to the extent relevant, that the notes are "securities" for federal income tax purposes. However, there can be no assurance that the IRS might not take a different position or that any such position, if taken, would not be sustained.

Treatment of Proposed Amendments as a Significant Modification. Even if the notes were not to qualify as "securities," U.S. holders would not recognize gain or loss (subject to the discussion below regarding the consent fee), unless the proposed amendments resulted in a deemed exchange of the notes for federal income tax purposes. Under applicable Treasury Regulations, the modification of a debt instrument does not result in a deemed exchange of that debt instrument unless the modification is considered "significant" under those Regulations. For this purpose, the term significant modification includes a modification that adds a guarantee on a debt instrument if, as a result of the guarantee, there is a substantial enhancement of the obligor's capacity to meet the payment obligations under the debt instrument and that capacity (taking into account all sources of payment, including collateral, guarantees, or other credit enhancement) was "primarily speculative" prior to the modification and is adequate after the modification. Similar rules apply to certain substitutions of a new obligor on a debt instrument. Titan believes that its capacity to meet the payment obligations on the notes was not primarily speculative when the notes were originally issued and has not deteriorated since that time, and that its capacity to meet the payment obligations on the notes therefore should not be considered primarily speculative. Other changes to the notes resulting from the consent solicitation, including (i) the elimination of the change of control offer, (ii) the removal of certain restrictive covenants (other than "customary accounting or financial covenants" within the meaning of the regulations) and (iii) the amendments to the registration rights agreement, would cause a significant modification if, taking into account all such changes, the legal rights or obligations that are altered and the degree to which they are altered are economically significant. Titan and Lockheed Martin intend to take the position that the changes to the notes in the aggregate do not result in a significant modification of the notes and thus that there is no deemed exchange of the notes resulting from the implementation of the proposed amendments and completion of the merger. However, there can be no assurance that the IRS might not take a different position or that any such position, if taken, would not be sustained.

Consequences if Notes are not Securities and Proposed Amendments Result in Significant Modification. If the notes, either as originally issued or as modified by the proposed amendments, were not treated as securities for federal income tax purposes and the proposed amendments were to result in a significant modification, the deemed exchange would be a taxable event to the exchanging holders. A U.S. holder in such case would recognize gain or loss in an amount equal to the difference between (i) the "issue price" of the modified notes (as defined below), and (ii) the holder's adjusted tax basis in the notes prior to the modification. Such gain or loss would generally be treated as capital gain or loss. However, a holder who purchased the notes at a "market discount" (i.e., at a price below the stated principal amount, subject to a statutory de minimis exception) would be required generally to treat any gain recognized as ordinary income to the extent of the market discount that accrued during the period that such notes were held by the holder, unless the holder made an election to include such market discount in income as it accrued. The determination of the "issue price" of the

modified notes would depend upon whether the notes are considered publicly traded (generally meaning, for this purpose, listed on a major securities exchange, appearing on a quotation medium of general circulation or otherwise being readily quotable by dealers, brokers, or traders) at any time during the 60-day period beginning 30 days before the date of the deemed exchange. If the notes are not so publicly traded, the issue price of the modified notes would be their stated principal amount. If the notes are so publicly traded, the issue price of the modified notes generally would be their fair market value on the deemed exchange date. In addition, if the exchange were a taxable event for federal income tax purposes, a holder's tax basis in the modified note would equal the "issue price" of such note, and the holder's holding period in the modified note would begin on the day following the day of the deemed exchange.

The Consent Fee. The federal income tax consequences of a consenting noteholder's receipt of the consent fee are unclear. The consent fee might properly be treated either as additional consideration received in exchange for outstanding notes or as separate consideration for consenting to the proposed amendments. In the absence of an administrative or judicial decision to the contrary regarding the treatment of such payments, Titan intends to treat the consent fee for U.S. federal income tax purposes as an amount paid to consenting noteholders as a separate fee for consenting to the proposed amendments, which constitutes ordinary income to such noteholders for federal income tax purposes regardless of whether the proposed amendments are treated as a taxable deemed exchange.

Under federal income tax law, in certain circumstances a noteholder may be subject to information reporting requirements of the IRS and backup withholding at a current rate of 28% with respect to the consent fee, unless such noteholder (i) is a corporation or is otherwise exempt and, when required, demonstrates this fact, or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with the applicable requirements of the backup withholding rules. U.S. persons who are required to establish their exempt status generally must provide to their payor a completed IRS Form W-9. Persons in doubt as to the necessity of furnishing this form should consult their own tax advisors. Amounts withheld as backup withholding may be credited against a holder's U.S. federal income tax liability. A noteholder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information.

Consequences to U.S. Holders if the Merger is Not Completed

Titan intends to complete the exchange offer even if the merger is not completed. In that event, the exchange of outstanding notes for exchange notes pursuant to the exchange offer will not constitute a taxable event to tendering U.S. holders. Rather, the exchange notes will be treated as a continuation of the outstanding notes for federal income tax purposes. Consequently, no gain or loss will be recognized by a holder upon receipt of an exchange note, the holding period of the exchange note will include the holding period of the outstanding note, and the initial basis of the exchange note will be the same as the basis of the outstanding note immediately before the exchange. Similarly, in the event the merger is not completed, the exchange offer will not result in a taxable event to non-tendering U.S. holders. Consequently, upon consummation of the exchange offer, non-tendering U.S. holders will have the same adjusted tax basis in, and holding period for, their notes as the holders had immediately prior to the exchange offer.

Holders are urged to consult their own tax advisors regarding the tax consequences of the exchange offer and the proposed amendments.

PLAN OF DISTRIBUTION

Titan is not using any underwriters for the exchange offer.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of any exchange notes received in exchange for outstanding notes acquired by the broker-dealer as a result of market-making or other trading activities. Titan has agreed that, for a period of up to 180 days after the completion of the exchange offer, Titan will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, during this 180 day or such longer period, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

Titan will not receive any proceeds from any sale of exchange notes by broker-dealers or any other persons. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes, or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to the prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer and/or the purchasers of any exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker-dealer that participates in a distribution of exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act, and any profit resulting from these resales of exchange notes and any commissions or concessions received by any of these persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of up to 180 days after the completion of the exchange offer, Titan will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests these documents in the letter of transmittal. Titan has agreed to pay all expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the outstanding notes and the exchange notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Hogan & Hartson L.L.P., counsel to Titan, will issue an opinion about the legality of the exchange notes and the subsidiary guarantees offered by this prospectus. King & Spalding LLP, counsel to Lockheed Martin, will issue an opinion regarding the legality of the Lockheed Martin guarantee described in this prospectus.

EXPERTS

The consolidated financial statements of Lockheed Martin appearing in Lockheed Martin’s Annual Report (Form 10-K) for the year ended December 31, 2002, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements and schedule of Titan as of December 31, 2002 and 2001, and for each of the years in the three-year period ended December 31, 2002, have been incorporated by reference in this prospectus in reliance upon the reports of KPMG LLP, independent accountants, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2002 financial statements refers to a change in the method of accounting for goodwill.

The consolidated financial statements of Jaycor, Inc. at January 31, 2002 and 2001 and for the years then ended appearing in a Current Report (Form 8-K) dated March 26, 2002 of Titan, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

Lockheed Martin and Titan file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information filed by Lockheed Martin or Titan at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You also may obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, at prescribed rates, or from commercial document retrieval services. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. You also can inspect reports, proxy statements and other information about Lockheed Martin and Titan at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC maintains a website that contains reports, proxy statements and other information, including those filed by Lockheed Martin and Titan, at http://www.sec.gov. You also may access the SEC filings and obtain other information about Lockheed Martin and Titan through the websites maintained by Lockheed Martin and Titan, which are http://www.lockheedmartin.com and http://www.titan.com. The information contained in such websites is not incorporated by reference in this prospectus.

As allowed by SEC rules, this prospectus does not contain all the information you can find in the registration statement on Form S-4, of which this prospectus forms a part, filed by Lockheed Martin and Titan to register the guarantees and the exchange notes offered in the exchange offer and the exhibits to the registration statement. The SEC allows Lockheed Martin and Titan to "incorporate by reference" information in this prospectus, which means that they can disclose important information to you by referring you to other documents filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information in this prospectus. This prospectus incorporates by reference the documents set forth below that Lockheed Martin and Titan have previously filed with the SEC. These documents contain important information about the companies and their financial condition.

Titan filings with the SEC

- Annual Report on Form 10-K for the year ended December 31, 2002;
- Quarterly Reports on Form 10-Q for the quarters ended March 31, 2003, June 30, 2003 and September 30, 2003;
- Current Reports on Form 8-K filed on April 30, 2003, July 9, 2003, August 11, 2003 and September 17, 2003 and a Current Report on Form 8-K/A filed on June 19, 2003 (amending the Form 8-K filed on August 14, 2002); and
- The audited consolidated balance sheets of Jaycor, Inc. as of January 31, 2001 and 2002, the audited consolidated statements of operations, stockholders' equity and cash flows of Jaycor, Inc. for each of the two years in the period ended January 31, 2002, and the notes related thereto and the related auditors' report thereon included in the Current Report on Form 8-K filed on March 26, 2002.

Lockheed Martin filings with the SEC

- Annual Report on Form 10-K for the year ended December 31, 2002;
- Quarterly Reports on Form 10-Q for the quarters ended March 31, 2003, June 30, 2003 and September 30, 2003;
- Current Reports on Form 8-K filed January 16, 2003, June 10, 2003, June 27, 2003 (as amended by Form 8-K/A filed July 22, 2003), August 8, 2003, August 26, 2003 and September 16, 2003.

All documents filed by Lockheed Martin and Titan pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act from the date of this prospectus to the completion of the exchange offer shall also be deemed to be incorporated herein by reference.

You may also obtain copies of any document incorporated in this prospectus, without charge, by requesting them in writing, by telephone or by e-mail from the appropriate company at the following addresses:

The Titan Corporation
Investor Relations
3033 Science Park Road
San Diego, California 92121
Telephone: (858) 552-9400
email: invest@titan.com

Lockheed Martin Corporation
Investor Relations
6801 Rockledge Drive
Bethesda, Maryland 20817
Telephone: (301) 897-6598
email: investor.relations@lmco.com

Neither Lockheed Martin nor Titan has authorized anyone to give any information or make any representation about the exchange offer and the transactions contemplated thereby that is different from, or in addition to, that contained in this prospectus or in any of the materials that are incorporated by reference in this prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it.

If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this prospectus are unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this prospectus does not extend to you. The information contained in this prospectus speaks only as of the date of this document unless the information specifically indicates that another date applies.

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$200,000,000

THE TITAN CORPORATION

Offer to Exchange

8% Senior Subordinated Notes due 2011
that have been registered under the Securities Act of 1933
for
any and all outstanding unregistered 8% Senior Subordinated Notes due 2011
of The Titan Corporation

and

Solicitation of Consents

to the Proposed Amendments to the Indenture
relating to the 8% Senior Subordinated Notes due 2011 of The Titan Corporation

and

LOCKHEED MARTIN CORPORATION

Offer to Guarantee

The exchange agent for this exchange offer and consent solicitation is:

DEUTSCHE BANK TRUST COMPANY AMERICAS

The dealer-manager and solicitation agent for this exchange offer and consent solicitation is:

CREDIT SUISSE FIRST BOSTON LLC

The information agent for this exchange offer and consent solicitation is:

MORROW & CO., INC.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

The Titan Corporation and Subsidiary Guarantor registrants

The bylaws of Titan provide for indemnification, to the fullest extent permitted by law, of directors, officers and other agents of Titan against expenses, judgments, fines and amounts paid in settlements actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is, or was, an officer, director, or agent of Titan. Titan also maintains directors and officers' liability insurance coverage and has entered into indemnification agreements with its directors and officers.

Section 145 of the Delaware General Corporation Law sets forth provisions that define the extent to which a corporation organized under the laws of Delaware may indemnify its directors, officers, employees or agents. Section 145 provides as follows:

"(a) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation's obligation to advance expenses (including attorneys' fees)."

The directors, officers and general partner of each additional registrant listed below may be insured and/or indemnified against liability incurred in their capacity as officers and/or directors and/or general partner pursuant to provisions in the certificate of incorporation, articles of incorporation or certificate of limited partnership (any, the charter) of such additional registrant. The provision(s) of each such additional registrant's charter providing for insurance or indemnification or a limitation of liability are identified in the table below; are set forth in the exhibits, identified below, to this registration statement; and are incorporated herein by reference.

Name of Registrant	Article(s) of Charter Containing Indemnification and/or Limit of Liability Provisions	Exhibit No.
BTG, Inc.	7	3.4
BTG Technology Resources, Inc.	VI	3.10
BTG Technology Systems, Inc.	5	3.12
Cayenta eUtility Solutions — eMunicipal Solutions, Inc.	VIII	3.14
Datacentric Automation Corporation	8th	3.20
Titan Facilities, Inc.	7	3.30
Titan Africa, Inc.	8th	3.28
Titan Wireless Afripa Holding, Inc.	6.3	3.36
Titan Wireless, Inc.	8th	3.34
Titan Scan Technologies Corporation	VI	3.33

The directors, officers, members, managers and general partner of each additional registrant listed below may be insured and/or indemnified against liability incurred in their capacity as such pursuant to provisions in the bylaws, limited partnership agreement or limited liability company agreement of such additional registrants. The provisions of each such additional registrant's bylaws providing insurance or indemnification or a limitation of liability are identified in the table below, are set forth in the exhibits, identified below, to this registration statement and are incorporated herein by reference.

Name of Registrant	Articles of Bylaws, Limited Partnership Agreement or Limited Liability Company Agreement Containing Indemnification and/or Limit of Liability Provisions	Exhibit No.
Cayenta Operating LLC	13	3.17
Cayenta eUtility Solutions — eMunicipal Solutions, Inc.	IX	3.15
Linkabit Wireless LLC	13	3.25
Datacentric Automation Corporation	III.13	3.21
International Systems, LLC	XI	3.23
Titan Africa, Inc.	III.13	3.29
Titan Wireless Afripa Holding, Inc.	6	3.37
Titan Wireless, Inc.	III.13	3.35
Titan Scan Technologies Corporation	XI	3.33
Unidyne, LLC	13	3.39

Directors, officers, members, managers and the general partner of each additional registrant may also be insured and/or indemnified against liability incurred in their capacity as such pursuant to the provisions of state

law identified below. These provisions are set forth in the exhibits, identified below, to this registration statement and are incorporated herein by reference.

Name of Registrant	Statutory Provisions Regarding Indemnification and/or Limitations of Liability	Exhibit No.
BTG, Inc. BTG Technology Systems, Inc. Concept Automation, Inc. of America Titan Facilities, Inc.	Sections 13.1-692, 13.1-692.1, and 13.1-696 to 13.1-704 of the Virginia Stock Corporation Act	99.7
BTG Technology Resources, Inc.	Sections 607.0202, 607.0831, 607.0834, and 607.0850 of the Florida Business Corporation Act	99.8
Cayenta Operating LLC Linkabit Wireless LLC Unidyne, LLC	Section 18-108 of the Delaware Limited Liability Company Act	99.9
Cayenta eUtility Solutions — eMunicipal Solutions, Inc.	Sections 78.300, 78.7502, 78.751, and 78.752 of the Nevada General Corporation Law	99.10
Datacentric Automation Corporation Titan Africa, Inc. Titan Wireless Afripa Holding, Inc. Titan Wireless, Inc. Titan Scan Technologies Corporation	Sections 102, 145, 172, and 174 of the Delaware General Corporation Law	99.11
Procom Services, Inc.	Sections 204, 204.5, 309, 316, and 317 of the California Corporations Code	99.12
International Systems, LLC	Sections 17101, 17155, 17158, and 17255 of the California Limited Liability Act	99.13

Lockheed Martin Corporation

The Maryland General Corporation Law authorizes Maryland corporations to limit the liability of directors and officers to the corporation or its stockholders for money damages, except (a) to the extent that it is proved that the person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, (b) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding that the person's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding or (c) in respect of certain other actions not applicable to the Registrant. Under the Maryland General Corporation Law, unless limited by a corporation's charter, indemnification is mandatory if a director or an officer has been successful on the merits or otherwise in the defense of any proceeding by reason of his or her service as a director, unless such indemnification is not otherwise permitted as described in the following sentence. Indemnification is permissive unless it is established that (a) the act or omission of the director was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty, (b) the director actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director had reasonable cause to believe his or her act or omission was unlawful. In addition to the foregoing, a court of appropriate jurisdiction may under certain circumstances order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director or officer has met the standards of conduct set forth in the preceding sentence or has been adjudged liable on the basis that a

personal benefit was improperly received in a proceeding charging improper personal benefit to the director or officer. If the proceeding was an action by or in the right of the corporation or involved a determination that the director or officer received an improper personal benefit, however, no indemnification may be made if the individual is adjudged liable to the corporation, except to the extent of expenses approved by a court of competent jurisdiction.

Article XI of the charter of Lockheed Martin limits the liability of directors and officers to the fullest extent permitted by the Maryland General Corporation Law. Article XI of the charter of Lockheed Martin also authorizes Lockheed Martin to adopt by-laws or resolutions to provide for the indemnification of directors and officers. Article VI of the By-laws of Lockheed Martin provides for the indemnification of the Lockheed Martin's directors and officers to the fullest extent permitted by the Maryland General Corporation Law. In addition, Lockheed Martin's directors and officers are covered by certain insurance policies maintained by Lockheed Martin.

Item 21. ***Exhibits and Financial Statement Schedules.***

2.1	Agreement and Plan of Merger, dated as of September 15, 2003 by and among Lockheed Martin Corporation, LMC Sub One, Inc. and The Titan Corporation.*
2.2	Assignment and Assumption Agreement between LMC Sub One, Inc. and LMC LLC One LLC dated November 18, 2003, incorporated by reference to Exhibit 2.2 of Lockheed Martin's Registration Statement on Form S-4 filed with the Commission on November 20, 2003.
3.1	The Titan Corporation's Certificate of Amendment of Restated Certificate of Incorporation dated as of October 21, 1998, incorporated by reference to Exhibit No. 3.1 to The Titan Corporation's Quarterly Report on Form 10-Q filed with the Commission on November 16, 1998.
3.2	The Titan Corporation's Certificate of Amendment of Restated Certificate of Incorporation dated as of June 30, 1987, incorporated by reference to Exhibit No. 3.2 to The Titan Corporation's 1987 Annual Report on Form 10-K filed with the Commission on March 29, 1988.
3.3	The Titan Corporation's Restated Certificate of Incorporation dated as of November 6, 1986, incorporated by reference to Exhibit No. 3.1 to The Titan Corporation's 1987 Annual Report on Form 10-K filed with the Commission on March 29, 1988.
3.4	The Titan Corporation's Bylaws, incorporated by reference to Exhibit No. 3.3 to The Titan Corporation's 1999 Annual Report on Form 10-K filed with the Commission on March 30, 2000.
3.5	Amendments to the Bylaws of The Titan Corporation, dated March 22, 2000 and August 16, 2000, incorporated by reference to Exhibit 3.4 to The Titan Corporation's 2001 Annual Report on Form 10-K filed with the Commission on April 1, 2002.
3.6	Charter of Lockheed Martin Corporation, incorporated by reference to Exhibit 3.1 of Lockheed Martin's Current Report on Form 8-K/A filed with the Commission on July 22, 2003.
3.7	Bylaws of Lockheed Martin Corporation, as amended, incorporated by reference to Exhibit 3 of Lockheed Martin's Quarterly Report on Form 10-Q filed with the Commission on November 4, 2003.
3.8	Amended and Restated Articles of Incorporation of BTG, Inc.*
3.9	Amended and Restated Bylaws of BTG, Inc.*
3.10	Articles of Incorporation of BTG Technology Resources, Inc. (formerly known as BDS, Inc.).*
3.11	By-Laws of BTG Technology Resources, Inc. (formerly known as BDS, Inc.).*
3.12	Amended and Restated Articles of Incorporation of BTG Technology Systems, Inc.*

3.13	Amended & Restated By-Laws of BTG Technology Systems, Inc.*
3.14	Articles of Incorporation, as amended, of Cayenta eUtility Solutions — eMunicipal Solutions Inc. (formerly known as SFG Technologies (US), Inc.).*
3.15	Bylaws of Cayenta eUtility Solutions — eMunicipal Solutions Inc. (formerly known as SFG Technologies (US), Inc.).*
3.16	Limited Liability Company Certificate of Formation of Cayenta Operating LLC.*
3.17	Limited Liability Company Agreement of Cayenta Operating LLC.*
3.18	Amended and Restated Articles of Incorporation of Concept Automation, Inc. of America.*
3.19	Amended & Restated By-Laws of Concept Automation, Inc. of America.*
3.20	Certificate of Incorporation, as amended, of Datacentric Automation Corporation. (formerly known as Mergeco Inc.).*
3.21	By-Laws of Datacentric Automation Corporation. (formerly known as Mergeco Inc.).*
3.22	Limited Liability Company Articles of Organization of International Systems LLC.*
3.23	Operating Agreement of International Systems, LLC.*
3.24	Certificate of Formation of Linkabit Wireless LLC.*
3.25	Limited Liability Company Agreement of Linkabit Wireless LLC.*
3.26	Articles of Incorporation of Procom Services, Inc.*
3.27	Procom Services, Inc. Bylaws.*
3.28	Certificate of Incorporation, as amended, of Titan Africa, Inc. (formerly known as Titan Afronet, Inc.).*
3.29	By-Laws of Titan Africa, Inc. (formerly known as Titan Afronet, Inc.).*
3.30	Articles of Incorporation, as amended, of Titan Facilities, Inc. (formerly known as Delta Construction Management, Inc.).*
3.31	By-Laws, as amended, of Titan Facilities, Inc. (formerly known as DeltaConstruction Management, Inc.).*
3.32	Certificate of Incorporation, as amended, of Titan Scan Technologies Corporation. (formerly known as Titan Medical Corp.).*
3.33	Bylaws of Titan Scan Technologies Corporation. (formerly known as Titan Medical Corp.).*
3.34	Certificate of Incorporation, as amended, of Titan Wireless, Inc.*
3.35	By-Laws of Titan Wireless, Inc.*
3.36	Certificate of Incorporation, as amended, of Titan Wireless Afripa Holdings, Inc.*
3.37	Titan Wireless Afripa Holdings, Inc. Bylaws.*
3.38	Certificate of Formation of Unidyne LLC.*
3.39	Limited Liability Company Agreement of Unidyne LLC.*
4.1	Indenture, dated as of May 15, 2003 among The Titan Corporation, as issuer of 8% Senior Subordinated Notes due 2011, the Guarantors named therein and Deutsche Bank Trust Company Americas, as trustee.*
4.2	Form of First Supplemental Indenture among The Titan Corporation, Deutsche Bank Trust Company Americas, LMC LLC One, LLC and Lockheed Martin Corporation.

4.3	Specimen form of Rule 144A Global Note for the 8% Senior Subordinated Notes due 2011.*
4.4	Specimen form of Regulation S Global Note for the 8% Senior Subordinated Notes due 2011.*
4.5	Specimen form of Exchange Global Note for the 8% Senior Subordinated Notes due 2011.*
4.6	Registration Rights Agreement dated as of May 15, 2003 by and among the Titan Corporation, the Guarantors named therein and Credit Suisse First Boston LLC, Goldman, Sachs & Co., and Wachovia Securities, Inc.*
5.1	Opinion of Hogan & Hartson L.L.P. as to the legality of the exchange notes and subsidiary guarantees being registered.††
5.2	Opinion of King & Spalding LLP as to the validity of the guarantee of Lockheed Martin Corporation.††
12.1	Computation of Ratio of Earnings to Fixed Charges.†
23.1	Consents of Hogan & Hartson L.L.P. (included as part of Exhibit 5.1).††
23.2	Consent of King & Spalding LLP (included as part of Exhibit 5.2).††
23.3	Consent of Ernst & Young LLP., independent auditors.
23.4	Consent of KPMG LLP, independent auditors.
23.5	Consent of Ernst & Young LLP, independent auditors.
24.1	Powers of Attorney.**
25.1	Statement of Eligibility of Trustee on Form T-1.*
99.1	Form of Letter of Transmittal with Consent.
99.2	Form of Letter of Transmittal without Consent.
99.3	Form of Notice of Guaranteed Delivery.
99.4	Form of Letter from The Titan Corporation to Registered Holders and Depository Trust Company Participants.
99.5	Form of Instructions from Beneficial owners to Registered Holders and Depository Trust Company Participants.
99.6	Form of Letter to Clients.
99.7	Sections 13.1-692, 13.1-692.1, and 13.1-696 to 13.1-704 of the Virginia Stock Corporation Act.
99.8	Sections 607.0202, 607.0831, 607.0834, and 607.0850 of the Florida Business Corporation Act.
99.9	Section 18-108 of the Delaware Limited Liability Company Act.
99.10	Sections 78.300, 78.7502, 78.751, and 78.752 of the Nevada General Corporation Law.
99.11	Sections 102, 145, 172, and 174 of the Delaware General Corporation Law.
99.12	Sections 204, 204.5, 309, 316, and 317 of the California Corporations Code.
99.13	Sections 17101, 17155, 17158, and 17255 of the California Limited Liability Act.

* Previously filed.
** Previously filed for The Titan Corporation and the subsidiary guarantors. Filed herewith for Lockheed Martin Corporation.
† Included as part of the Prospectus.
†† To be filed by amendment.

Item 22. ***Undertakings.***

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each of the registrants has duly caused this Post-effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of San Diego, State of California, on the 20th day of November, 2003.

THE TITAN CORPORATION

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

BTG, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

BTG TECHNOLOGY RESOURCES, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

BTG TECHNOLOGY SYSTEMS, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

CAYENTA EUTILITY SOLUTIONS — EMUNICIPAL SOLUTIONS, INC.

By: /s/ MICHAEL GARDNER

Michael Gardner
President

CAYENTA OPERATING LLC

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

CONCEPT AUTOMATION, INC. OF AMERICA

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

DATACENTRIC AUTOMATION CORPORATION

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

INTERNATIONAL SYSTEMS, LLC

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

LINKABIT WIRELESS LLC

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

PROCOM SERVICES, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

TITAN AFRICA, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

TITAN FACILITIES, INC. (FORMERLY KNOWN AS DELTA CONSTRUCTION MANAGEMENT, INC.)

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

TITAN SCAN TECHNOLOGIES CORPORATION

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

TITAN WIRELESS, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

TITAN WIRELESS AFRIPA HOLDING, INC.

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

UNIDYNE, LLC

By: /s/ MARK W. SOPP

Mark W. Sopp
Senior Vice President

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Bethesda, Maryland on the 20th day of November, 2003.

LOCKHEED MARTIN CORPORATION

By: /s/ RAJEEV BHALLA

Rajeev Bhalla.
Vice President and Controller

THE TITAN CORPORATION

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Name	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	November 20, 2003
Mark W. Sopp		
*	Vice President and Corporate Controller (Principal Accounting Officer)	November 20, 2003
Deanna H. Lund		
*	Director	November 20, 2003
Michael B. Alexander		
*	Director	November 20, 2003
Edward H. Bersoff, Ph.D.		
*	Director	November 20, 2003
Joseph F. Caligiuri		
*	Director	November 20, 2003
Peter A. Cohen		
*	Director	November 20, 2003
Daniel J. Fink		
*	Director	November 20, 2003
Susan Golding		
*	Director	November 20, 2003
Robert M. Hanisee		
*	Director	November 20, 2003
Robert E. La Blanc		
*	Director	November 20, 2003
James Roth		
*	Director	November 20, 2003
Joseph R. Wright, Jr.		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

LOCKHEED MARTIN CORPORATION

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	November 20, 2003
Vance D. Coffman		
*	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	November 20, 2003
Christopher E. Kubasik		
/s/ RAJEEV BHALLA	Vice President and Controller (Principal Accounting Officer)	November 20, 2003
Rajeev Bhalla		

The Registration Statement has also been signed on the date indicated by the following directors, who constitute a majority of the Board of Directors:

E.C. Aldridge, Jr.*
Nolan D. Archibald*
Norman R. Augustine*
Marcus C. Bennett*
Vance D. Coffman*
Gwendolyn S. King*
Douglas H. McCorkindale*
Eugene F. Murphy*
Joseph W. Ralston*
Frank Savage*
Anne Stevens*
Robert J. Stevens*
James R. Ukropina*
Douglas C. Yearley*

*By: /s/ DAVID A. DEDMAN — November 20, 2003

David A. Dedman
(Attorney-in-fact)**

** By authority of Powers of Attorney filed with this Registration Statement.

BTG, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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BTG TECHNOLOGY RESOURCES, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20,, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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BTG TECHNOLOGY SYSTEMS, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

CAYENTA eUTILITY SOLUTIONS—eMUNICIPAL SOLUTIONS, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	President and Director (Principal Executive Officer)	November 20, 2003
Michael Gardner		
*	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	November 20, 2003
Scott A. Meader		
/s/ MARK W. SOPP	Director	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

CAYENTA OPERATING LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	President and Manager (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Manager	November 20, 2003
Robert E. La Blanc		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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CONCEPT AUTOMATION, INC. OF AMERICA

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

DATACENTRIC AUTOMATION CORPORATION

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board and President (Principal Executive Officer)	November 20, 2003
Eric P. Weenas		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

INTERNATIONAL SYSTEMS, LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Manager	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

LINKABIT WIRELESS LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	President and Manager (Principal Executive Officer)	November 20, 2003
Ronald B. Gorda		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Manager	November 20, 2003
Gene W. Ray, Ph.D		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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PROCOM SERVICES, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

TITAN AFRICA, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Owens F. Alexander, Jr.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Chairman of the Board	November 20, 2003
Gene W. Ray, Ph. D.		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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TITAN FACILITES, INC. (FORMERLY KNOWN AS DELTA CONSTRUCTION MANAGEMENT, INC.)

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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TITAN SCAN TECHNOLOGIES CORPORATION

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Gene W. Ray, Ph.D.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

TITAN WIRELESS, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Owens F. Alexander, Jr.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Chairman of the Board	November 20, 2003
Gene W. Ray, Ph.D.		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

TITAN WIRELESS AFRIPA HOLDING, INC.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*	Chief Executive Officer and President (Principal Executive Officer)	November 20, 2003
Owens F. Alexander, Jr.		
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Chairman of the Board	November 20, 2003
Gene W. Ray, Ph.D.		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

UNIDYNE, LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
*		November 20, 2003
David Conner	President and Manager (Principal Executive Officer)	
/s/ MARK W. SOPP	Senior Vice President (Principal Financial and Accounting Officer)	November 20, 2003
Mark W. Sopp		
*	Manager	November 20, 2003
Gene W. Ray, Ph.D.		
*By: /s/ MARK W. SOPP	Attorney-in-fact	November 20, 2003
Mark W. Sopp		

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EXHIBIT INDEX

2.1	Agreement and Plan of Merger, dated as of September 15, 2003 by and among Lockheed Martin Corporation, LMC Sub One, Inc. and The Titan Corporation.*
2.2	Assignment and Assumption Agreement between LMC Sub One, Inc. and LMC LLC One LLC dated November 18, 2003, incorporated by reference to Exhibit 2.2 of Lockheed Martin's Registration Statement on Form S-4 filed with the Commission on November 20, 2003.
3.1	The Titan Corporation's Certificate of Amendment of Restated Certificate of Incorporation dated as of October 21, 1998, incorporated by reference to Exhibit No. 3.1 to The Titan Corporation's Quarterly Report on Form 10-Q filed with the Commission on November 16, 1998.
3.2	The Titan Corporation's Certificate of Amendment of Restated Certificate of Incorporation dated as of June 30, 1987, incorporated by reference to Exhibit No. 3.2 to The Titan Corporation's 1987 Annual Report on Form 10-K filed with the Commission on March 29, 1988.
3.3	The Titan Corporation's Restated Certificate of Incorporation dated as of November 6, 1986, incorporated by reference to Exhibit No. 3.1 to The Titan Corporation's 1987 Annual Report on Form 10-K filed with the Commission on March 29, 1988.
3.4	The Titan Corporation's Bylaws, incorporated by reference to Exhibit No. 3.3 to The Titan Corporation's 1999 Annual Report on Form 10-K filed with the Commission on March 30, 2000.
3.5	Amendments to the Bylaws of The Titan Corporation, dated March 22, 2000 and August 16, 2000, incorporated by reference to Exhibit 3.4 to The Titan Corporation's 2001 Annual Report on Form 10-K filed with the Commission on April 1, 2002.
3.6	Charter of Lockheed Martin Corporation, incorporated by reference to Exhibit 3.1 of Lockheed Martin's Current Report on Form 8-K/A filed with the Commission on July 22, 2003.
3.7	Bylaws of Lockheed Martin Corporation, as amended, incorporated by reference to Exhibit 3 of Lockheed Martin's Quarterly Report on Form 10-Q filed with the Commission on November 4, 2003.
3.8	Amended and Restated Articles of Incorporation of BTG, Inc.*
3.9	Amended and Restated Bylaws of BTG, Inc.*
3.10	Articles of Incorporation of BTG Technology Resources, Inc. (formerly known as BDS, Inc.).*
3.11	By-Laws of BTG Technology Resources, Inc. (formerly known as BDS, Inc.).*
3.12	Amended and Restated Articles of Incorporation of BTG Technology Systems, Inc.*
3.13	Amended & Restated By-Laws of BTG Technology Systems, Inc.*
3.14	Articles of Incorporation, as amended, of Cayenta eUtility Solutions — eMunicipal Solutions Inc. (formerly known as SFG Technologies (US), Inc.).*
3.15	Bylaws of Cayenta eUtility Solutions — eMunicipal Solutions Inc. (formerly known as SFG Technologies (US), Inc.).*
3.16	Limited Liability Company Certificate of Formation of Cayenta Operating LLC.*
3.17	Limited Liability Company Agreement of Cayenta Operating LLC.*
3.18	Amended and Restated Articles of Incorporation of Concept Automation, Inc. of America.*
3.19	Amended & Restated By-Laws of Concept Automation, Inc. of America.*
3.20	Certificate of Incorporation, as amended, of Datacentric Automation Corporation. (formerly known as Mergeco Inc.).*
3.21	By-Laws of Datacentric Automation Corporation. (formerly known as Mergeco Inc.).*

3.22	Limited Liability Company Articles of Organization of International Systems LLC.*
3.23	Operating Agreement of International Systems, LLC.*
3.24	Certificate of Formation of Linkabit Wireless LLC.*
3.25	Limited Liability Company Agreement of Linkabit Wireless LLC.*
3.28	Articles of Incorporation of Procom Services, Inc.*
3.29	Procom Services, Inc. Bylaws.*
3.32	Certificate of Incorporation, as amended, of Titan Africa, Inc. (formerly known as Titan Afronet, Inc.).*
3.33	By-Laws of Titan Africa, Inc. (formerly known as Titan Afronet, Inc.).*
3.34	Articles of Incorporation, as amended, of Titan Facilities, Inc. (formerly known as Delta Construction Management, Inc.).*
3.35	By-Laws, as amended, of Titan Facilities, Inc. (formerly known as Delta Construction Management, Inc.).*
3.36	Certificate of Incorporation, as amended, of Titan Scan Technologies Corporation. (formerly known as Titan Medical Corp.).*
3.37	Bylaws of Titan Scan Technologies Corporation. (formerly known as Titan Medical Corp.).*
3.38	Certificate of Incorporation, as amended, of Titan Wireless, Inc.*
3.39	By-Laws of Titan Wireless, Inc.*
3.40	Certificate of Incorporation, as amended, of Titan Wireless Afripa Holdings, Inc.*
3.41	Titan Wireless Afripa Holdings, Inc. Bylaws.*
3.42	Certificate of Formation of Unidyne LLC.*
3.43	Limited Liability Company Agreement of Unidyne LLC.*
4.1	Indenture, dated as of May 15, 2003 among The Titan Corporation, as issuer of 8% Senior Subordinated Notes due 2011, the Guarantors named therein and Deutsche Bank Trust Company Americas, as trustee.*
4.2	Form of First Supplemental Indenture among The Titan Corporation, Deutsche Bank Trust Company Americas, LMC LLC One, LLC and Lockheed Martin Corporation.
4.3	Specimen form of Rule 144A Global Note for the 8% Senior Subordinated Notes due 2011.*
4.4	Specimen form of Regulation S Global Note for the 8% Senior Subordinated Notes due 2011.*
4.5	Specimen form of Exchange Global Note for the 8% Senior Subordinated Notes due 2011.*
4.6	Registration Rights Agreement dated as of May 15, 2003 by and among the Titan Corporation, the Guarantors named therein and Credit Suisse First Boston LLC, Goldman, Sachs & Co., and Wachovia Securities, Inc.*
5.1	Opinion of Hogan & Hartson L.L.P. as to the legality of the exchange notes and subsidiary guarantees being registered.††
5.2	Opinion of King & Spalding LLP as to the validity of the guarantee of Lockheed Martin Corporation.††
12.1	Computation of Ratio of Earnings to Fixed Charges.†
23.1	Consents of Hogan & Hartson L.L.P. (included as part of Exhibit 5.1).††
23.2	Consent of King & Spalding LLP (included as part of Exhibit 5.2).††

23.3	Consent of Ernst & Young LLP., independent auditors.
23.4	Consent of KPMG LLP, independent auditors.
23.5	Consent of Ernst & Young LLP, independent auditors.
24.1	Powers of Attorney.**
25.1	Statement of Eligibility of Trustee on Form T-1.*
99.1	Form of Letter of Transmittal with Consent.
99.2	Form of Letter of Transmittal without Consent.
99.3	Form of Notice of Guaranteed Delivery.
99.4	Form of Letter from The Titan Corporation to Registered Holders and Depository Trust Company Participants.
99.5	Form of Instructions from Beneficial owners to Registered Holders and Depository Trust Company Participants.
99.6	Form of Letter to Clients.
99.7	Sections 13.1-692, 13.1-692.1, and 13.1-696 to 13.1-704 of the Virginia Stock Corporation Act.
99.8	Sections 607.0202, 607.0831, 607.0834, and 607.0850 of the Florida Business Corporation Act.
99.9	Section 18-108 of the Delaware Limited Liability Company Act.
99.10	Sections 78.300, 78.7502, 78.751, and 78.752 of the Nevada General Corporation Law.
99.11	Sections 102, 145, 172, and 174 of the Delaware General Corporation Law.
99.12	Sections 204, 204.5, 309, 316, and 317 of the California Corporations Code.
99.13	Sections 17101, 17155, 17158, and 17255 of the California Limited Liability Act.

* Previously filed.
** Previously filed for The Titan Corporation and the subsidiary guarantors. Filed herewith for Lockheed Martin Corporation.
† Included as part of the Prospectus.
†† To be filed by amendment.

THE TITAN CORPORATION,
AS ISSUER,

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS TRUSTEE,

THE SUBSIDIARY GUARANTORS NAMED
ON THE SIGNATURE PAGES HEREOF,

LMC LLC ONE, LLC

AND

LOCKHEED MARTIN CORPORATION

FIRST SUPPLEMENTAL INDENTURE

DATED AS OF _____, 2004

TO

INDENTURE

DATED AS OF MAY 15, 2003

FIRST SUPPLEMENTAL INDENTURE dated as of _____, 2004, by and among THE TITAN CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter "the Company"), the Subsidiary Guarantors named on the signature pages hereof (collectively, the "Guarantors"), LMC LLC One, LLC ("LMC LLC One"), Lockheed Martin Corporation ("Lockheed Martin") and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as trustee (hereinafter called the "Trustee").

WHEREAS, the Company has heretofore executed and delivered an indenture dated as of May 15, 2003 (the "Original Indenture"), by and among the Company, the Guarantors and the Trustee, pursuant to which the Company has issued $200,000,000 aggregate principal amount of 8% Senior Subordinated Notes due 2011 (the "Notes") and the Guarantors have executed and delivered their guarantees of the Notes (the "Guarantees"); and

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of September 15, 2003 (the "Merger Agreement"), among Lockheed Martin, LMC Sub and the Company, the Company will merge with and into LMC LLC One (the "Merger") and become a wholly owned subsidiary of Lockheed Martin; and

WHEREAS, in connection with the Merger, the Company has commenced the Exchange Offer and Consent Solicitation (each as defined below); and

WHEREAS, Section 9.1 of the Original Indenture provides that, without the consent of any Holder of a Note, the Company, the Guarantors and the Trustee may amend or supplement the Original Indenture to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the rights thereunder of any Holder of a Note; and

WHEREAS, Section 9.2 of the Original Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Original Indenture, the Notes and the Guarantees, with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes, including consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes; and

WHEREAS, the Holders of at least a majority in aggregate principal amount of the Notes outstanding as of the date hereof have consented in the Consent Solicitation to the amendments to the Original Indenture hereinafter set forth and the execution of this First Supplemental Indenture; and

WHEREAS, all conditions to the entering of this First Supplemental Indenture have been satisfied; and

WHEREAS, the Company, the Guarantors, Lockheed Martin, LMC LLC One and the Trustee desire to enter into this First Supplemental Indenture to effect the amendments to the Original Indenture, to release the Guarantors from their guarantee obligations under the Indenture and to add Lockheed Martin as a Guarantor under the Indenture;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and of the acceptance of this trust by the Trustee, and of other valuable

consideration, the receipt whereof is hereby acknowledged, it is hereby covenanted, declared and agreed by and between the parties hereto, for the benefit of Holders of the Notes, as follows:

SECTION 1.

DEFINITIONS

As used herein, the following terms shall have the meanings set forth below.

"Consent Solicitation" means the Consent Solicitation made by the Company commencing _____, 2003, to obtain the consents of Holders necessary to effect (i) certain of the amendments to the Indenture set forth in this First Supplemental Indenture, (ii) the release of the Guarantors under the Indenture and (iii) certain amendments to the Registration Rights Agreement dated as of May 15, 2003 among the Company and the other parties named on the signature pages thereto, all as set forth in the S-4 Registration Statement.

"Effective Time of the Merger" means the time at which the merger of the Company and LMC LLC One shall be effective under the terms of the Merger Agreement.

"Exchange Offer" means the offer by the Company and Lockheed Martin commencing _____, 2003, to effect (i) an offer to exchange the Notes for fully registered notes with terms substantially identical, subject to the amendments to be effected by this First Supplemental Indenture, to the Notes and (ii) a full and unconditional guarantee of payment of the Notes as so amended by Lockheed Martin, all as set forth in the S-4 Registration Statement.

"S-4 Registration Statement" means the Registration Statement on Form S-4 (Registration No. 333-_____) filed with the SEC by the Company, the Guarantors named therein and Lockheed Martin.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Original Indenture.

SECTION 2.

OPERATION OF AMENDMENTS

Upon the execution and delivery of this First Supplemental Indenture by the Company, the Guarantors, Lockheed Martin, LMC LLC One and the Trustee, this First Supplemental Indenture shall become effective and the Original Indenture and the Notes and Guarantees issued thereunder shall be amended and supplemented in accordance herewith, and this First Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every holder of Notes authenticated and delivered under the Original Indenture shall be bound hereby; provided, however, that the provisions of Sections 3, 4 and 5 of the First Supplemental Indenture shall not become operative with respect to the Original Indenture, any Notes or the Guarantees of the Guarantors until immediately prior to the Effective Time of the Merger, at which time the provisions of Sections 3, 4 and 5 of this First Supplemental Indenture shall automatically become operative with respect to the Original Indenture, the Notes and the Guarantees of the Guarantors, and the same shall be affected as provided in Sections 3, 4 and 5 hereof, and the provisions of the Indenture, as so amended, shall bind all holders of Notes without the requirement of any further action by or notice to the Company, the Guarantors, Lockheed Martin, the Trustee or any Holder of Notes.

SECTION 3.

ASSUMPTION OF OBLIGATIONS

Subject to the delivery by the Company to the Trustee of an Opinion of Counsel and an Officers Certificate as required by Section 5.1 of the Original Indenture, pursuant to Section 5.1 of the Indenture (as amended by this First Supplemental Indenture), LMC LLC One, as the successor to the Company under terms of the Merger Agreement, hereby expressly assumes all of the Company's obligations in connection with the Notes and the Indenture.

SECTION 4.

RELEASE OF SUBSIDIARY GUARANTORS

Pursuant to Section 10.4 of the Original Indenture, each of the Guarantors named on the signature pages of the Original Indenture is hereby designated by the Company as an Unrestricted Subsidiary and is hereby released from its obligations under its Guarantee.

SECTION 5.

AMENDMENTS TO THE INDENTURE

SECTION 5.1 Amendments to Article One.

(a) Section 1.1 of the Original Indenture is hereby amended to amend and restate the following definitions in their entirety to read as follows:

"Disqualified Capital Stock" means with respect to the Company, (a) Equity Interests of the Company that, by their terms or by the terms of any security into which they are convertible, exercisable or exchangeable, are, or upon the happening of an event or the passage of time or both would be, required to be redeemed or repurchased including at the option of the holder thereof by the Company or any of its Subsidiaries, in whole or in part, on or prior to 91 days following the Stated Maturity of the Notes and (b) any Equity Interests of any Subsidiary of the Company other than any common equity with no preferences, privileges, and no redemption or repayment provisions. Notwithstanding the foregoing, any Equity Interests that would constitute Disqualified Capital Stock solely because the holders thereof have the right to require the Company to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Capital Stock if the terms of such Equity Interests provide that the Company may not repurchase or redeem any such Equity Interests pursuant to such provisions at a time when the Notes are outstanding or prior May 15, 2011.

"Guarantor" means Lockheed Martin.

"Indebtedness" means all debt for borrowed money reported as debt in the consolidated financial statements or any guarantee of such a debt and includes purchase money obligations. This term does not include any obligation to make payments arising from

the transfer of tax benefits under the Economic Recovery Tax Act of 1981 (as it may from time to time be amended, or any successor statute) to the extent such obligation is offset by or conditioned upon receipt of payments from another person. Indebtedness shall be counted only once even if both Lockheed Martin and one or more of its Subsidiaries may be responsible for the obligation.

"Junior Security" means any Qualified Capital Stock and any Indebtedness of the Company that is contractually subordinated in right of payment to Senior Debt at least to the same extent as the Notes and has no scheduled installment of principal due, by redemption, sinking fund payment or otherwise, on or prior to the Stated Maturity of the Notes; *provided*, that in the case of subordination in respect of Senior Debt under the Credit Agreement, "Junior Security" shall mean any Qualified Capital Stock and any Indebtedness of the Company that:

(1) has a final maturity date occurring after the final maturity date of, all Senior Debt outstanding under the Credit Agreement on the date of issuance of such Qualified Capital Stock or Indebtedness,

(2) is unsecured,

(3) has an Average Life longer than the security for which such Qualified Capital Stock or Indebtedness is being exchanged, and

(4) by their terms or by law are subordinated to Senior Debt outstanding under the Credit Agreement on the date of issuance of such Qualified Capital Stock or Indebtedness at least to the same extent as the Notes.

"Lien" means any mortgage, pledge, security interest or lien. This term does not include any obligation arising from the transfer of tax benefits under the Economic Recovery Tax Act of 1981 (as it may from time to time be amended, or any successor statute) to the extent such obligation is offset by or conditioned upon receipt of payments from another person.

"Senior Debt" means Indebtedness (including any monetary obligations (including fees, expenses and indemnification obligations) of the Company in respect of such Indebtedness, including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company at the rate provided for in the documentation with respect thereto, whether or not post-filing interest is allowed in such proceeding) of the Company arising under the Credit Agreement or that, by the terms of the instrument creating or evidencing such Indebtedness, is expressly designated Senior Debt and made senior in right of payment to the Notes; *provided*, that in no event shall Senior Debt include (a) Indebtedness to any Subsidiary of the Company or any officer, director or employee of the Company or any Subsidiary of the Company, (b) Indebtedness incurred in violation of the terms of the Indenture, (c) Indebtedness to trade creditors, (d) Disqualified Capital Stock, (e) Capitalized Lease Obligations, and (f) any liability for taxes owed or owing by the Company.

"Subsidiary" means a Person a majority of the Voting Equity Interests of which is owned by the Company, the Company and one or more Subsidiaries, or one or more Subsidiaries. Unless the context requires otherwise, Subsidiary means each direct and indirect Subsidiary of the Company. "Subsidiary" shall not include Titan Capital Trust, as existing on the Issue Date pursuant to the Amended and Restated Declaration of Trust, dated February 9, 2000, without any amendments thereto.

(b) Section 1.1 of the Original Indenture is hereby further amended to delete the following definitions in their entirety:

"Acquired Indebtedness"
"Acquisition"
"Bankruptcy Code"
"Capital Contribution"
"Change of Control"
"Consolidated Coverage Ratio"
"Consolidated Cash Flow"
"Consolidated Fixed Charges"
"Consolidated Net Income"
"Consolidated Subsidiary"
"Consolidation"

“Continuing Director”
“Excluded Asset Sales”
“Exempted Affiliate Transaction”
“Existing Indebtedness”
“fair market value”
“Investment”
“Net Cash Proceeds”
“Permitted Earn-Out Obligations”
“Permitted Indebtedness”
“Permitted Investment”
“Permitted Lien”
“Preferred Stock”
“Pro Forma” or “pro forma”
“Purchase Money Indebtedness”
“Qualified Exchange”
“Recourse Indebtedness”
“Reference Period”
“Refinancing Indebtedness”
“Related Business”
“Restricted Investment”
“Restricted Payment”
“Unrestricted Subsidiary”

(c) Section 1.1 of the Original Indenture is hereby amended to insert therein the following new definitions in alphabetical order:

“Attributable Indebtedness” means, for a lease, the carrying value of the capitalized rental obligation determined under generally accepted accounting principles. The carrying value may be reduced by the capitalized value of the rental obligations, calculated on the same basis, that any sublessee has for all or part of the same property. This term does not include any obligation to make payments arising from the transfer of tax benefits under the Economic Recovery Tax Act of 1981 (as it may from time to time be amended, or any successor statute) to the extent such obligation is offset by or conditioned upon receipt of payments from another person. A lease obligation shall be counted only once even if both Lockheed Martin and one or more of its Subsidiaries may be responsible for the obligation.

“Consolidated Net Tangible Assets” means total assets less (1) total current liabilities (excluding any Indebtedness which, at the option of the borrower, is renewable or extendable to a term exceeding 12 months and which is included in current liabilities and further excluding any deferred income taxes which are included in current liabilities) and (2) goodwill, patents and trademarks, all as reflected in Lockheed Martin’s most recent consolidated balance sheet preceding the date of a determination under Section 4.8(11) of the Indenture.

"First Supplemental Indenture" means the First Supplemental Indenture dated as of _____, 2004, to the Original Indenture.

"Lockheed Martin" means Lockheed Martin Corporation, a Maryland corporation.

"Long-Term Indebtedness" means Indebtedness that by its terms matures on a date more than 12 months after the date it was created or Indebtedness that the obligor may extend or renew without the obligee's consent to a date more than 12 months after the Indebtedness was created.

"Principal Property" means any manufacturing facility located in the United States and owned by Lockheed Martin or by one or more Restricted Subsidiaries from the date of the First Supplemental Indenture and which has, as of the date the Lien is incurred, a net book value (after deduction of depreciation and other similar charges) greater than 3% of Consolidated Net Tangible Assets, except (1) any such facility or property which is financed by obligations of any State, political subdivision of any State or the District of Columbia under terms which permit the interest payable to the holders of the obligations to be excluded from gross income as a result of the plant, facility or property satisfying the conditions of Section 103(b) (4) (C), (D), (E), (F) or (H) of the Internal Revenue Code of 1954, as amended, Section 103(b) (6) of the Internal Revenue Code of 1954, as amended, Section 142(a) or Section 144(a) of the Internal Revenue Code of 1986, or of any successors to such provisions, or (2) any such facility or property which, in the opinion of the Board of Directors of Lockheed Martin, is not of material importance to the total business conducted by Lockheed Martin and its Subsidiaries taken as a whole. However, the Chief Executive Officer or Chief Financial Officer of Lockheed Martin may at any time declare any manufacturing facility or other property to be a Principal Property by delivering a certificate to that effect to the Trustee.

"Restricted Property" means, any Principal Property, any Indebtedness of a Restricted Subsidiary owned by Lockheed Martin or a Restricted Subsidiary on the date of the First Supplemental Indenture or the date Notes are first secured by a Principal Property (including any property received upon a conversion or exchange of such Indebtedness), or any Equity Interests of Lockheed Martin or a Restricted Subsidiary owned by Lockheed Martin or a Restricted Subsidiary (including any property or Equity Interests received upon a conversion, stock split or other distribution which respect to the ownership of such Equity Interests).

"Restricted Subsidiary" means a Subsidiary that has substantially all its assets located in, or that carries on substantially all its business in, the United States and that owns a Principal Property. Notwithstanding the preceding sentence, a Subsidiary shall not be a Restricted Subsidiary during such period of time as it (or any corporation (other than Lockheed Martin) or other entity that, directly or indirectly, beneficially owns a majority of the Voting Equity Interests of the Subsidiary) has Equity Interests registered

under the Exchange Act or it files reports and other information with the SEC pursuant to Section 13 or 15(d) of the Exchange Act.

"Sale-Leaseback Transaction" means an arrangement whereby Lockheed Martin or a Restricted Subsidiary now owns or hereafter acquires a Principal Property, transfers it to a person and contemporaneously leases it back from the person. This term does not include any transaction arising from the transfer of tax benefits under the Economic Recovery Tax Act of 1981 (as it may from time to time be amended, or any successor statute) to the extent the obligation to make rental payments is offset or conditioned upon receipt of payments from another person.

"United States" means the United States of America. The Commonwealth of Puerto Rico, the Virgin Islands and other territories and possessions are not part of the United States.

(d) Section 1.2 of the Original Indenture is hereby amended to delete the cross references to the following definitions:

"Affiliate Transaction"
"Asset Sale"
"Asset Sale Offer"
"Change of Control Offer"
"Change of Control Offer Period"
"Change of Control Purchase Date"
"Change of Control Purchase Price"
"Debt Incurrence Ratio"
"Excess Proceeds"
"incur" or "incurrence"
"Incurrence Date"

(e) All references in the Original Indenture to "Guarantors", "any Guarantors" and "such Guarantors" are hereby amended and restated to read as "Guarantor", "Lockheed Martin" and "Lockheed Martin", respectively. All references in the Original Indenture to "Guarantees" and "such Guarantees" are hereby amended and restated to read as "Guarantee" and the "Guarantee", respectively.

SECTION 5.2 Amendments to Article IV. Article IV of the Original Indenture is hereby amended as follows:

(a) Section 4.3 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.3. SEC REPORTS.

The Company and the Guarantor shall file with the Trustee within 15 days after it files them with the SEC copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company

and the Guarantor are required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act, unless such documents are publicly available via the SEC's EDGAR filing system or comparable replacement system maintained by the SEC. The Company and the Guarantor also shall comply with the other provisions of TIA Section 314(a)."

(b) Section 4.5 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.5. TAXES. Intentionally deleted by amendment."

(c) Section 4.6 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.6. STAY, EXTENSION AND USURY LAWS. Intentionally deleted by amendment."

(d) Section 4.7 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.7. LIMITATION ON INCURRENCE OF ADDITIONAL INDEBTEDNESS AND DISQUALIFIED CAPITAL STOCK. Intentionally deleted by amendment."

(e) Section 4.8 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.8. LIMITATION ON LIENS.

Lockheed Martin shall not, and shall not permit any Restricted Subsidiary to, incur a Lien on Restricted Property to secure any Indebtedness unless:

(1) the Lien equally and ratably secures the Notes and the Indebtedness. The Lien may equally and ratably secure the Notes and any other obligation of Lockheed Martin or a Subsidiary. The Lien may not secure an obligation of Lockheed Martin that is subordinated to any Notes; or

(2) the Lien is on property, Indebtedness or shares of stock of a corporation at the time such corporation becomes a Restricted Subsidiary; or

(3) the Lien is on property at the time Lockheed Martin or a Restricted Subsidiary acquires the property. However, the Lien may not extend to the other Restricted Property owned by Lockheed Martin or a Restricted Subsidiary at the time the property is acquired; or

(4) the Lien secures the payment of all or any part of the purchase price of property upon the acquisition of such property by Lockheed Martin or a Restricted Subsidiary or secures any Indebtedness

incurred or guaranteed by Lockheed Martin or a Restricted Subsidiary prior to, at the time of, or within one year after the later of the acquisition, completion of construction (including any improvements on an existing property) or commencement of full operation of such property, which Indebtedness is incurred or guaranteed for the purpose of financing all or any part of the purchase price thereof or construction or improvements thereon, and which Indebtedness may be in the form of obligations incurred in connection with industrial revenue bonds or similar financings and letters of credit issued in connection therewith; provided, however, that in the case of any such acquisition, construction or improvement the Lien shall not apply to any property theretofore owned by Lockheed Martin or a Restricted Subsidiary, other than, in the case of any such construction or improvement on any theretofore unimproved real property on which the property so constructed or the improvement made is located; or

(5) the Lien secures Indebtedness of a Restricted Subsidiary owed to Lockheed Martin or another Restricted Subsidiary; or

(6) the Lien is on property of a corporation or other entity at the time such corporation or other entity merges into, or consolidates or enters into a share exchange with, Lockheed Martin or a Restricted Subsidiary; or

(7) the Lien is on property of a Person at the time the Person transfers or leases all or substantially all its assets to Lockheed Martin or a Restricted Subsidiary; or

(8) the Lien is in favor of any customer (including any government or governmental authority) to secure partial, progress, advance or other payments or performance pursuant to any contract or statute or to secure any related indebtedness or to secure Indebtedness guaranteed by a government or governmental authority; or

(9) the Lien arises pursuant to any order of attachment, restraint or similar legal process arising in connection with court proceedings so long as the execution or other enforcement thereof is effectively stayed and the claims secured thereby are being contested in good faith by appropriate proceedings or the Lien is a materialmen's, suppliers', tax or other similar Lien arising in the ordinary course of business securing obligations which are not overdue or are being contested in good faith by appropriate proceedings; or

(10) the Lien extends, renews or replaces in whole or in part a Lien ("existing Lien") permitted by any of the clauses (1) through (9) or a Lien existing on the date of the First Supplemental Indenture. The Lien may not extend beyond the property subject to the existing Lien. The

Indebtedness secured by the Lien may not exceed the Indebtedness secured at the time by the existing Lien unless the existing Lien or a predecessor Lien was incurred under clause (1) or (5); or

(11) the Indebtedness secured by the Lien plus all other Indebtedness secured by Liens on Restricted Property, excluding Indebtedness secured by a Lien permitted by any of the clauses (1) through (10) and any Indebtedness secured by a Lien existing at the date of this Indenture, at the time does not exceed 10% of Consolidated Net Tangible Assets. Attributable Indebtedness for any lease entered into under clause (4) of Section 4.19 shall be included in the determination and treated as Indebtedness secured by a Lien on Restricted Property not otherwise permitted by any of the clauses (1) through (10)."

(f) Section 4.9 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.9. LIMITATION ON RESTRICTED PAYMENTS. Intentionally deleted by amendment."

(g) Section 4.10 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.10. LIMITATION ON DIVIDENDS AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES. Intentionally deleted by amendment."

(h) Section 4.11 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.11. LIMITATION ON TRANSACTIONS WITH AFFILIATES. Intentionally deleted by amendment."

(i) Section 4.12 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.12. LIMITATION ON SALE OF ASSETS AND SUBSIDIARY STOCK. Intentionally deleted by amendment."

(j) Section 4.13 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.13. REPURCHASE OF NOTES AT THE OPTION OF THE HOLDER UPON A CHANGE OF CONTROL. Intentionally deleted by amendment."

(k) Section 4.14 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.14. LIMITATION ON LAYERING INDEBTEDNESS. Intentionally deleted by amendment."

(l) Section 4.15 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.15. SUBSIDIARY GUARANTORS. Intentionally deleted by amendment."

(m) Section 4.16 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.16. LIMITATION ON STATUS AS AN INVESTMENT COMPANY. Intentionally deleted by amendment."

(n) Section 4.17 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 4.17. MAINTENANCE OF PROPERTIES AND INSURANCE. Intentionally deleted by amendment."

(o) Section 4.18 of the Original Indenture is hereby amended by deleting the phrase "corporate existence" in clause (i) of such section and replacing it with the phrase "corporate or limited liability Company existence".

(p) Article IV is amended by inserting the following provision as Section 4.19:

"SECTION 4.19. LIMITATION ON SALE-LEASEBACK TRANSACTIONS

Lockheed Martin shall not, and shall not permit any Restricted Subsidiary to, enter into a Sale-Leaseback Transaction unless:

(1) the lease has a term of three years or less; or

(2) the lease is between Lockheed Martin and a Restricted Subsidiary or between Restricted Subsidiaries; or

(3) Lockheed Martin or a Restricted Subsidiary under clauses (2) through (10) of Section 4.8 could create a Lien on the property to secure Indebtedness at least equal in amount to the Attributable Indebtedness for the lease; or

(4) Lockheed Martin or a Restricted Subsidiary under clause (11) of Section 4.8 could create a Lien on the property to secure Indebtedness at least equal in amount to the Attributable Indebtedness for the lease; or

(5) Lockheed Martin or a Subsidiary owns or acquires other property which will be made a Principal Property and is determined by the Board of Directors of Lockheed Martin to have a fair value equal to or greater than the Attributable Indebtedness incurred; or

(6) (A) Lockheed Martin or a Restricted Subsidiary makes an optional prepayment in cash of its Indebtedness at least equal in amount to the Attributable Indebtedness for the lease,

(B) the prepayment is made within 120 days of the effective date of the lease,

(C) the Indebtedness prepaid is not owned by Lockheed Martin or a Restricted Subsidiary, and

(D) the Indebtedness prepaid was Long-Term Indebtedness at the time it was created."

SECTION 5.3 Amendments to Article V. Article V of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"SECTION 5.1. WHEN THE COMPANY OR LOCKHEED MARTIN MAY MERGE, ETC.

Neither the Company nor Lockheed Martin shall consolidate with or merge into, or transfer all or substantially all its assets to another Person, unless (1) the resulting, surviving or transferee Person assumes by supplemental indenture all the obligations of the Company or Lockheed Martin, as the case may be, under the Notes, the Guarantee and this Indenture, (2) immediately after giving effect to such transaction no Event of Default and no circumstances which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing, and (3) the Company or Lockheed Martin, as the case may be, shall have delivered to the Trustee an Officers' Certificate stating that such consolidation, merger or transfer and such supplemental indenture comply with this Indenture, and thereafter all such obligations of the Company or Lockheed Martin, as the case may be, shall terminate except any obligations that arise from, or are related to, such transaction."

SECTION 5.4 Amendments to Article VI. Article VI of the Original Indenture is hereby amended and restated in its entirety to read as follows:

“ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.1. EVENTS OF DEFAULT.

An “Event of Default” occurs with respect to the Notes if:

(1) the Company defaults in the payment of interest (or Liquidated Damages, if any) on any Notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of, or premium, if any, on any Notes when the same becomes due and payable at maturity, upon redemption or otherwise;

(3) the Company fails to comply with any of its other agreements in the Notes or this Indenture for the benefit of the Notes and the default continues for the period and after the notice specified in this Section;

(4) Lockheed Martin or the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; or

(5) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against Lockheed Martin or the Company in an involuntary case,

(B) appoints a Custodian of Lockheed Martin or the Company or for all or substantially all of the property of Lockheed Martin or the Company, or

(C) orders the winding up or liquidation of Lockheed Martin or the Company,

and the order or decree remains unstayed and in effect for 90 days.

A default under clause (3) is not an Event of Default with respect to the Notes until the Trustee or the holders of at least 25% in principal amount of the Notes notify the Company of the default and the Company does not cure the

default within 90 days after receipt of the notice. The notice must (i) specify the default, (ii) demand that it be remedied and (iii) state that the notice is a "Notice of Default." Subject to Sections 7.1 and 7.2, the Trustee shall not be charged with actual knowledge of any default unless written notice thereof shall have been given to the Trustee by the Company, the Paying Agent, the Holder of a Note or an agent of such Holder.

SECTION 6.2. ACCELERATION.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee by notice to the Company or the Holders of at least 25% in principal amount of the Notes by notice to the Company and the Trustee, may declare the principal of and accrued interest and Liquidated Damages, if any, on all the Notes to be due and payable immediately. Upon such a declaration such principal and interest, if any, and Liquidated Damages, if any, shall be due and payable immediately. Subject to the provisions of this Indenture relating to the duties of the Trustee, the Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee security or indemnity satisfactory to it. At any time after such a declaration of acceleration and before a judgment or decree for payment of the money due has been obtained, the Holders of a majority in principal amount of the then outstanding Notes by written notice to the Company and the Trustee may rescind on behalf of all Holders an acceleration (and upon such rescission any Event of Default caused by such acceleration shall be deemed cured) with respect to the Notes and its consequences if all existing Events of Default with respect to the Notes have been cured or waived, if the rescission would not conflict with any judgment or decree, and if all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel, and all other amounts due to the Trustee and any predecessor Trustee under Section 7.7 have been made.

SECTION 6.3. OTHER REMEDIES.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, or interest or Liquidated Damages, if any, on the Notes or to enforce the performance of any provision of the Notes, the Guarantee or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

SECTION 6.4. WAIVER OF PAST DEFAULTS.

Subject to Section 9.2, the Holders of a majority in principal amount of the outstanding Notes by written notice to the Company and the Trustee may waive an existing Default or Event of Default with respect to the Notes and its consequences. When a Default or Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

SECTION 6.5. CONTROL BY MAJORITY.

Subject to all provisions of this Indenture and applicable law, the Holders of a majority in principal amount of the Notes at the time outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, or that the Trustee determines may be unduly prejudicial to the rights of other Holders not joining in the giving of such direction or may involve the Trustee in personal liability and the Trustee may take any other action it deems proper that is not inconsistent with any such direction received from Holders of the Notes.

SECTION 6.6. LIMITATION ON SUITS.

A Holder may pursue any remedy with respect to this Indenture or the Notes only if:

(1) the Holder gives to the Trustee written notice stating that an Event of Default with respect to the Notes is continuing;

(2) the Holders of at least 25% in aggregate principal amount of the then oustanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, costs, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(5) during such 60-day period the Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

For purposes of this Section 6.6 of this Indenture, the Trustee shall comply with TIA Section 316(a) in making the determination of whether the Holders of the required aggregate principal amount of outstanding notes have concurred in any request or direction to be Trustee to pursue any remedy available to the Trustee or the Holders with respect to this Indenture or the Notes or otherwise under the law.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over any other Holder.

SECTION 6.7. RIGHTS OF HOLDERS TO RECEIVE PAYMENT.

Notwithstanding any other provision of this Indenture, except as permitted by Section 9.2 hereof, the right of any Holder of a Note to receive payment of the principal of, and premium, interest and Liquidated Damages, if any, on, the Notes after the due date expressed in the Notes or to bring suit for the enforcement of any such payment on or after such date, shall not be impaired or affected without the consent of the Holder.

SECTION 6.8. COLLECTION SUIT BY TRUSTEE.

If an Event of Default in payment of interest or principal specified in Section 6.1(1) or (2) occurs and is continuing, subject to Sections 6.2 and 6.4 the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, and premium, interest and Liquidated Damages, if any, remaining unpaid on the Notes and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.9. TRUSTEE MAY FILE PROOFS OF CLAIM.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.7 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and

any other amounts due the Trustee under Section 7.7 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding; *provided*, *however* that the Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and may be a member of the creditor's committee.

SECTION 6.10. PRIORITIES.

If the Trustee collects any money pursuant to this Article with respect to the Notes, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.7 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection (including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel);

Second: to Holders for amounts due and unpaid on the Notes for principal, interest, if any, and Liquidated Damages, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, if any, respectively; and

Third: to the Company.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section.

SECTION 6.11. UNDERTAKING FOR COSTS.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not

apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes."

SECTION 5.5 Amendments to Article VII.

The first sentence of Section 7.3 of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company, the Guarantor or any Affiliate of the Company or the Guarantor with the same rights it would have if it were not Trustee."

SECTION 5.6 Amendments to Article VIII.

Section 8.3 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"Upon the Company's exercise under Section 8.1 hereof of the option applicable to this Section 8.3, subject to the satisfaction of the applicable conditions set forth in Section 8.4 hereof, the Company and the Guarantor shall be released from their respective obligations, if any, under Sections 4.3, 4.4, 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.17 and 4.19 hereof and Article V hereof, and the Guarantor shall be released from its obligations under Article X hereof, in each case on and after the date the conditions set forth below are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes and the Guarantee shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company and the Guarantor may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.1 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.1 hereof of the option applicable to this Section 8.3, subject to the satisfaction of the applicable conditions set forth in Section 8.4 hereof, (x) Section 6.1(3) hereof shall not constitute an Event of Default and (y) Sections 6.1(4) and 6.1(5) hereof shall not constitute an Event of Default to the extent they occur after the 91st day following the occurrence of the Company's exercise of Covenant Defeasance; *provided, however* that for all other purposes as set forth herein, such Covenant Defeasance provisions shall be effective."

SECTION 5.7 Amendments to Article IX.

(a) Section 9.1(d) of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"(d) to provide for the release or assumption of the Guarantee in compliance with this Indenture;".

(b) Clause (a) of the third paragraph of Section 9.2 of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"(a) (i) change the Stated Maturity on any Note, (ii) reduce the principal amount thereof or the rate (or extend the time for payment) of interest thereon or any premium payable upon the redemption thereof at the Company's option, (iii) change the coin or currency in which any Note or any premium or the interest or thereon is payable, (iv) impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption at the Company's option, on or after the Redemption Date), or (v) alter the provisions (including the defined terms used therein) regarding the Company's right to redeem the Notes as a right, in each case in a manner adverse to the Holders, or".

SECTION 5.8 Amendments to Article X. Article X of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"ARTICLE X
GUARANTEE

SECTION 10.1 GUARANTEE

By its execution hereof, Lockheed Martin irrevocably and unconditionally guarantees (i) the due and punctual payment of the principal of, premium and Liquidated Damages, if any, and interest on the Notes, whether at maturity, by acceleration, call for redemption or otherwise, the due and punctual payment of interest on the overdue principal and premium, if any, and (to the extent permitted by law) interest on any interest on the Notes, and payment of expenses and all other payment Obligations of the Company, to the Holders or the Trustee in accordance with Article X of the Original Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes or any such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration, call for redemption or otherwise (collectively, the "Guarantee Obligations").

Lockheed Martin hereby agrees that its obligations hereunder shall be as if it were the principal debtor and not merely surety and shall be absolute and

unconditional, irrespective of, and shall be unaffected by, any invalidity, irregularity or unenforceability of any such Note, the Original Indenture or the First Supplemental Indenture, any failure to enforce the provisions of any such Note, the Original Indenture or the First Supplemental Indenture, any waiver, modification or indulgence granted to the Company with respect thereto, by the Holder of such Note or the Trustee, or any other circumstances that otherwise may constitute a legal or equitable discharge or defense of a surety or guarantor; provided that, notwithstanding the foregoing, no such waiver, modification, indulgence or circumstance shall, without the consent of Lockheed Martin, increase the principal amount of the Notes or the interest rate thereon or increase any premium payable upon redemption thereof. Lockheed Martin hereby agrees that its Guarantee Obligations shall be enforceable without any demand, suit or proceeding first against the Company. Lockheed Martin hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of a merger or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to the indebtedness guaranteed hereby and all demands whatsoever and covenants that this Guarantee will not be discharged as to any such Note except in accordance with Section 9.2 of the Indenture or by payment in full of the Guarantee Obligations.

Lockheed Martin agrees that a notation of its Guarantee in the form set forth below shall be endorsed on each Note authenticated and delivered by the Trustee after the date of the First Supplemental Indenture and that the First Supplemental Indenture shall be executed on behalf of Lockheed Martin by an Officer of Lockheed Martin:

> “Lockheed Martin Corporation has guaranteed the due and punctual payment of the principal of, premium and Liquidated Damages, if any, and interest on this Note, whether at maturity, by acceleration, call for redemption or otherwise, the due and punctual payment of interest on the overdue principal and premium, if any, and (to the extent permitted by law) interest on any interest on this Note, and payment of expenses and all other payment Obligations of the Company, to the Holders or the Trustee in accordance with Article X of the Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes or any such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration, call for redemption or otherwise.”

Lockheed Martin agrees that its Guarantee set forth in this Article X shall remain in full force and effect and apply to all the Notes notwithstanding any failure to endorse on each Note a notation of its Guarantee.

If an Officer whose facsimile signature is on a Note or a notation of Guarantee no longer holds that office at the time the Trustee authenticates the Note on which the Guarantee is endorsed, the Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantees set forth in this Indenture on behalf of the Guarantor.

SECTION 10.2 LIMITATION OF LOCKHEED MARTIN'S LIABILITY; CERTAIN BANKRUPTCY EVENTS

(a) Lockheed Martin, and by its acceptance hereof each Holder, hereby confirms that it is the intention of all such parties that the Guarantee Obligations of Lockheed Martin pursuant to its Guarantee not constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law. To effectuate the foregoing intention, the Holders and Lockheed Martin hereby irrevocably agree that the Guarantee Obligations of Lockheed Martin under this Article X shall be limited to the maximum amount as shall, after giving effect to all other contingent and fixed liabilities of Lockheed Martin, result in the Guarantee Obligations of Lockheed Martin under the Guarantee not constituting a fraudulent transfer or conveyance.

(b) Lockheed Martin hereby covenants and agrees, to the fullest extent that it may do so under applicable law, that in the event of the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, Lockheed Martin shall not file (or join in any filing of), or otherwise seek to participate in the filing of, any motion or request seeking to stay or to prohibit (even temporarily) execution on the Guarantee and hereby waives and agrees, to the fullest extent that it may do so under applicable law, not to take the benefit of any such stay of execution, whether under Section 362 or 105 of the Bankruptcy Law or otherwise.

SECTION 10.3 APPLICATION OF CERTAIN TERMS AND PROVISIONS TO THE GUARANTORS

(a) For purposes of any provision of this Indenture which provides for the delivery by any Guarantor of an Officers' Certificate and/or an Opinion of Counsel, the definitions of such terms in Section 1.1 hereof shall apply to such Guarantor as if references therein to the Company were references to such Guarantor.

(b) Any request, direction, order or demand which by any provision of this Indenture is to be made by any Guarantor, shall be sufficient if evidenced as described in Section 12.2 hereof as if references therein to the Company were references to such Guarantor.

(c) Any notice or communication which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Notes to or on any Guarantor may be given or served as described in Section 12.2 hereof as if references therein to the Company were references to such Guarantor.

(d) Upon any demand, request or application by any Guarantor to the Trustee to take any action under this Indenture, such Guarantor shall furnish to the Trustee such certificates and opinions as are required in Section 12.4 hereof as if all references therein to the Company were references to such Guarantor.

SECTION 5.9 Amendments to Article XI. Article XI of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"ARTICLE XI
SUBORDINATION

SECTION 11.1 NOTES SUBORDINATED TO SENIOR DEBT

The Company, and each Holder by its acceptance of Notes, agree that (a) the payment of the principal of, premium, if any, and interest (and Liquidated Damages, if any) on the Notes and (b) any other payment in respect of the Notes, including on account of the acquisition or redemption of the Notes by the Company is subordinated, to the extent and in the manner provided in this Article XI, to the prior payment in full in cash of all Senior Debt of the Company and that these subordination provisions are for the benefit of the holders of Senior Debt.

This Article XI shall constitute a continuing offer to all Persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Debt, and such provisions are made for the benefit of the holders of Senior Debt and such holders are made obligees hereunder and any one or more of them may enforce such provisions.

SECTION 11.2 NO PAYMENT ON NOTES IN CERTAIN CIRCUMSTANCES

(a) No payment (by set-off or otherwise) may be made on account of any Obligation in respect of the Notes, including the principal of, premium, if any, or interest (or Liquidated Damages, if any) on the Notes, or on account of the redemption provisions of the Notes (including any repurchases of Notes), for cash or property (other than Junior Securities): (i) upon the maturity of the Company's Senior Debt by lapse of time, acceleration (unless waived) or otherwise, unless and until all principal of, premium, if any, and the interest and other amounts on such Senior Debt are first paid in full in cash or Cash Equivalents (or such payment is duly provided) or otherwise to the extent holders accept satisfaction of amounts due by settlement in other than cash or Cash Equivalents; or (ii) in the event of default in the payment of any principal of, premium, if any, or interest or other amounts on the Company's Senior Debt when such Senior Debt becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise (a "Payment Default"), unless and until such Payment Default has been cured or waived or otherwise has ceased to exist.

(b) Upon (i) the happening of an event of default other than a Payment Default that permits the holders of Senior Debt to declare such Senior Debt to be due and payable and (ii) written notice of such event of default given to the Company and the Trustee by (a) the representative under the Credit Agreement or (b) at any time after the Credit Agreement is no longer in full force and effect, the holders of an aggregate of at least $25.0 million principal amount outstanding of any other Senior Debt or their representative (a "*Payment Notice*"), then, unless and until such event of default has been cured or waived or otherwise has ceased to exist, no payment (by set-off or otherwise) may be made by or on the behalf of the Company on account of any Obligation in respect of the Notes (other than payments by Lockheed Martin pursuant to the Guarantee), including the principal of, premium, if any, or interest on the Notes, (including any repurchases of any of the Notes), or on account of the redemption provisions of the Notes (or Liquidated Damages), in any such case, other than payments made with Junior Securities. Notwithstanding the foregoing, unless the Senior Debt in respect of which such event of default exists has been declared due and payable in its entirety within 179 days after the Payment Notice is delivered as set forth above (the "*Payment Blockage Period*") (and such declaration has not been rescinded or waived), at the end of the Payment Blockage Period, the Company shall be required to pay all sums not previously paid to the Holders of the Notes during the Payment Blockage Period due to the foregoing prohibitions and to resume all other payments as and when due on the Notes.

Any number of Payment Notices may be given; *provided*, *however*, that: (i) not more than one Payment Notice shall be given within a period of any 360 consecutive days, and (ii) no non-payment default that existed upon the date of such Payment Notice or the commencement of such Payment Blockage Period (whether or not such event of default is on the same issue of Senior Debt) shall be made the basis for the commencement of any other Payment Blockage Period (for purposes of this provision, any subsequent action, or any subsequent breach of any financial covenant for a period commencing after the expiration of such Payment Blockage Period that, in either case, would give rise to a new event of default, even though it is an event that would also have been a separate breach pursuant to any provision under which a prior event of default previously existed, shall constitute a new event of default for this purpose).

(c) In furtherance of the provisions of Section 11.1, in the event that, notwithstanding the foregoing provisions of this Section 11.2 or Section 11.3, any payment or distribution of assets of the Company (other than Junior Securities) shall be received by the Trustee or the Holders at a time when such payment or distribution is prohibited by the foregoing provisions of this Section 11.2, such payment or distribution shall be held in trust for the benefit of the holders of such Senior Debt, and shall be paid or delivered by the Trustee or such Holders, as the case may be, to the holders of such Senior Debt remaining unpaid or unprovided for or to their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Debt may have been issued, ratably according to the aggregate principal amounts remaining unpaid on account of such Senior Debt held or represented by each, for application to the payment of all such Senior Debt remaining unpaid, to the extent necessary to pay or to provide for the payment of all such Senior Debt in full in cash or Cash Equivalents or otherwise to the extent holders accept satisfaction of amounts due by settlement in other than cash or Cash Equivalents after giving effect to any concurrent payment or distribution to the holders of such Senior Debt.

SECTION 11.3 NOTES SUBORDINATED TO PRIOR PAYMENT OF ALL SENIOR DEBT ON DISSOLUTION, LIQUIDATION OR REORGANIZATION

Upon any distribution of assets of the Company upon any dissolution, winding up, total or partial liquidation or reorganization of the Company, whether voluntary or involuntary, in bankruptcy, insolvency, receivership or a similar proceeding or upon assignment for the benefit of creditors or any marshaling of assets or liabilities:

(a) the holders of all of the Company’s Senior Debt will first be entitled to receive payment in full in cash or Cash Equivalents (or have such payment duly provided for) or otherwise to the extent holders accept satisfaction of amounts due

by settlement in other than cash or Cash Equivalents before the Holders are entitled to receive any payment on account of any Obligation in respect of the Notes, including the principal of, premium, if any, and interest on the Notes (or Liquidated Damages) (other than Junior Securities); and

(b) any payment or distribution of the Company's assets of any kind or character from any source, whether in cash, property or securities (other than Junior Securities) to which the Holders or the Trustee on behalf of the Holders would be entitled (by set-off or otherwise), except for the subordination provisions contained in the Indenture, will be paid by the liquidating trustee or agent or other Person making such a payment or distribution directly to the holders of such Senior Debt or their representative to the extent necessary to make payment in full (or have such payment duly provided for) on all such Senior Debt remaining unpaid, after giving effect to any concurrent payment or distribution to the holders of such Senior Debt.

SECTION 11.4 HOLDERS TO BE SUBROGATED TO RIGHTS OF HOLDERS OF SENIOR DEBT

Subject to the payment in full in cash of all Senior Debt of the Company as provided herein, the Holders of Notes shall be subrogated to the rights of the holders of such Senior Debt to receive payments or distributions of assets of the Company applicable to the Senior Debt until all amounts owing on the Notes shall be paid in full, and for the purpose of such subrogation no such payments or distributions to the holders of such Senior Debt by or on behalf of the Company, or by or on behalf of the Holders by virtue of this Article XI, which otherwise would have been made to the Holders shall, as between the Company and the Holders, be deemed to be payment by the Company or on account of such Senior Debt, it being understood that the provisions of this Article XI are and are intended solely for the purpose of defining the relative rights of the Holders, on the one hand, and the holders of such Senior Debt, on the other hand.

SECTION 11.5 RELATIVE RIGHTS

This Article XI defines the relative rights of Holders and holders of Senior Debt. Nothing in this Indenture shall: (1) impair, as between the Company and Holders, the obligation of the Company or the obligation of the Guarantor, which is absolute and unconditional, to pay, when due, principal of, premium, if any, and interest on or (if applicable, Liquidated Damages on) the Notes in accordance with their terms; (2) affect the relative rights of Holders and creditors of the Company other than their rights in relation to holders of Senior Debt; or (3) prevent the Trustee or any Holder from exercising its available remedies upon a Default or Event of Default, subject to the rights of holders and owners of Senior Debt to receive distributions and payments otherwise payable to Holders.

SECTION 11.6 TRUSTEE ENTITLED TO ASSUME PAYMENTS NOT PROHIBITED IN ABSENCE OF NOTICE

The Trustee shall not at any time be charged with knowledge of the existence of any facts which would prohibit the making of any payment to or by the Trustee unless and until a Responsible Officer of the Trustee or any Paying Agent shall have received, no later than three Business Days prior to such payment written notice thereof from the Company or from one or more holders of Senior Debt or from any representative therefor and, prior to the receipt of any such written notice, the Trustee, subject to the provisions of Sections 7.1 and 7.2, shall be entitled in all respects conclusively to assume that no such fact exists.

Notwithstanding anything to the contrary in this Article XI or elsewhere in this Indenture or in the Notes, upon any distribution of assets of the Company referred to in this Article XI, the Trustee, subject to the provisions of Sections 7.1 and 7.2, and the Holders shall be entitled to conclusively rely upon any order or decree made by any court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other Person making any distribution to the Trustee or to the Holders for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Debt and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article XI so long as such court has been apprised of the provisions of, or the order, decree or certificate makes reference to, the provisions of this Article XI.

SECTION 11.7 APPLICATION BY TRUSTEE OF ASSETS DEPOSITED WITH IT

Amounts deposited in trust with the Trustee pursuant to and in accordance with Article VIII shall be for the sole benefit of Holders and, to the extent the making of such deposit by the Company shall (i) not be in contravention of any term or provision of the Credit Agreement and (ii) be allocated for the payment of the Notes, shall not be subject to the subordination provisions of this Article XI. Otherwise, any deposit of assets with the Trustee or the Agent (whether or not in trust) for the payment of principal of or interest on any Notes shall be subject to the provisions of Sections 11.1, 11.2, 11.3 and 11.4; *provided*, that, if prior to one Business Day preceding the date on which by the terms of this Indenture any such assets may become distributable for any purpose (including without limitation, the payment of either principal of or interest on any Note) the Trustee or such Paying Agent shall not have received with respect to such assets the written notice provided for in Section 11.6, then the Trustee or such Paying Agent shall have full power and authority to receive such assets and to apply the same to the purpose for which they were received, and shall not be affected by any notice to the contrary which may be received by it on or after such date.

SECTION 11.8 SUBORDINATION RIGHTS NOT IMPAIRED BY ACTS OR OMISSIONS OF THE COMPANY OR HOLDERS OF SENIOR DEBT

No right of any present or future holders of any Senior Debt to enforce the subordination provisions contained in this Article XI shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company with the terms of this Indenture, regardless of any knowledge thereof which any such holder may have or be otherwise charged with. The holders of Senior Debt may extend, renew, modify or amend the terms of the Senior Debt or any security therefor and release, sell or exchange such security and otherwise deal freely with the Company, all without affecting the liabilities and obligations of the parties to this Indenture or the Holders. The subordination provisions contained in this Indenture are for the benefit of the holders from time to time of Senior Debt and may not be rescinded, cancelled, amended or modified in any way other than any amendment or modification that is consented to by each holder of Senior Debt that would be adversely affected thereby. The subordination provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by any holder of the Senior Debt upon the insolvency, bankruptcy, or reorganization of the Company, or otherwise, all as though such payment has not been made.

SECTION 11.9 HOLDERS AUTHORIZE TRUSTEE TO EFFECTUATE SUBORDINATION OF NOTES

Each Holder of the Notes by his acceptance thereof authorizes and expressly directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination provisions contained in this Article XI and to protect the rights of the Holders pursuant to this Indenture, and appoints the Trustee his attorney-in-fact for such purpose, including, in the event of any dissolution, winding up, liquidation or reorganization of the Company (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or any other marshalling of assets and liabilities of the Company), the immediate filing of a claim for the unpaid balance of his Notes in the form required in said proceedings and cause said claim to be approved. In the event of any liquidation or reorganization of the Company in bankruptcy, insolvency, receivership or similar proceeding, if the Holders of the Notes (or the Trustee on their behalf) have not filed any claim, proof of claim, or other instrument of similar character necessary to enforce the obligations of the Company in respect of the Notes at least thirty (30) days before the expiration of the time to file the same, then in such event, but only in such event, the holders of the Senior Debt or a representative on their behalf may, as an attorney-in-fact for such Holders, file any claim, proof of claim, or other instrument of similar character on behalf of such Holders. Nothing herein contained shall be deemed to authorize the Trustee or the holders of Senior Debt or their representative to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee or the holders of Senior Debt or their representative to vote in respect of the claim of any Holder in any such proceeding.

SECTION 11.10 RIGHT OF TRUSTEE TO HOLD SENIOR DEBT

The Trustee shall be entitled to all of the rights set forth in this Article XI in respect of any Senior Debt at any time held by it to the same extent as any other holder of Senior Debt, and nothing in this Indenture shall be construed to deprive the Trustee of any of its rights as such holder.

Nothing in this Article shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.7.

SECTION 11.11 ARTICLE XI NOT TO PREVENT EVENTS OF DEFAULT

The failure to make a payment on account of principal of, premium, if any, or interest (or Liquidated Damages, if any) on the Notes by reason of any provision of this Article XI shall not be construed as preventing the occurrence of a Default or an Event of Default under Section 6.1 or in any way limit the rights of the Trustee or any Holder to pursue any other rights or remedies with respect to the Notes.

SECTION 11.12 NO FIDUCIARY DUTY OF TRUSTEE TO HOLDERS OF SENIOR DEBT

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt, and shall not be liable to any such holders if it shall in good faith mistakenly pay over or distribute to the Holders of Notes or the Company or any other Person, cash, property or securities to which any holders of Senior Debt shall be entitled by virtue of this Article XI or otherwise. With respect to the holders of Senior Debt, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article and no implied covenants or obligations with respect to holders of Senior Debt shall be read into this Indenture against the Trustee. Nothing in this Section 11.12 shall affect the obligation of any other such Person to hold such payment for the benefit of, and to pay such payment over to, the holders of Senior Debt or their representative. In the event of any conflict between the fiduciary duty of the Trustee to the Holders of Notes and to the holders of Senior Debt, the Trustee is expressly authorized to resolve such conflict in favor of the Holders."

SECTION 5.10 Amendments to Article XII. The first paragraph of Section 12.2 of the Original Indenture is hereby amended and restated to read in its entirety as follows:

"Any notice or communication by the Company, the Guarantor or the Trustee to the other is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company
or the Guarantor:

The Titan Corporation
3033 Science Park Road
San Diego, CA 92121
Attention: Nicholas J. Costanza, Senior Vice President, General
Counsel and Secretary
Facsimile: (858) 552-9477

and

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Treasurer
Facsimile: (301) 897-6651

with copies (which
shall not constitute
notice) to:

Cooley Godward LLP
4401 Eastgate Mall
San Diego, CA 92121
Attention: Barbara L. Borden, Esq.
Facsimile: (858) 550-6420

and

Hogan & Hartson L.L.P.
555 13th Street, N.W.
Washington, D.C. 20004
Attention: Mark E. Mazo, Esq.
Facsimile: (202) 637-5910

and

King & Spalding LLP
1730 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Attention: Glenn C. Campbell, Esq.
Facsimile: (202) 626-3737

If to the Trustee:

Deutsche Bank Trust Company Americas
60 Wall Street, 27th Floor
MS NYC 60-2710
New York, NY 10005

Attention: Corporate Trust & Agency Services”

SECTION 5.11 Amendment to Exhibits to the Original Indenture.

(a) Exhibit A to the Original Indenture is hereby amended and restated in its entirety to read as set forth in Exhibit A hereto.

(b) Exhibit E to the Original Indenture is hereby deleted in its entirety.

SECTION 6.

MISCELLANEOUS

SECTION 6.1 Execution as Supplemental Indenture. This First Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture and, as provided in the Original Indenture, this First Supplemental Indenture forms a part thereof. Except as herein expressly otherwise defined, the use of the terms and expressions herein is in accordance with the definitions, uses and constructions contained in the Original Indenture.

SECTION 6.2 No Other Amendments. Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof.

SECTION 6.3 Provisions Binding on the Company's Successors. All the covenants, stipulations, promises and agreements contained in this First Supplemental Indenture made by the Company and Lockheed Martin shall bind its successors and assigns whether so expressed or not.

SECTION 6.4 Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS FIRST SUPPLEMENTAL INDENTURE, THE NOTES AND THE GUARANTEE, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b).

SECTION 6.5 Execution and Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first written above.

THE TITAN CORPORATION

By: _____

Name: _____

Title: _____

LMC LLC ONE, LLC

By: _____

Name: _____

Title: _____

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____

Name: _____

Title: _____

LOCKHEED MARTIN CORPORATION,
as Guarantor

By: _____

Name: _____

Title: _____

SUBSIDIARY GUARANTORS:

BTG, INC.

By: _____

Name: _____

Title: _____

BTG TECHNOLOGY RESOURCES, INC.

By: _____

Name: _____

Title: _____

BTG TECHNOLOGY SYSTEMS, INC.

By: _____

Name: _____

Title: _____

CAYENTA eUTILITY SOLUTIONS—
eMUNICIPAL SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

CAYENTA OPERATING LLC

By: _____

Name: _____

Title: _____

CONCEPT AUTOMATION, INC. OF AMERICA

By: _____

Name: _____

Title: _____

DATACENTRIC AUTOMATION CORPORATION

By: _____

Name: _____

Title: _____

INTERNATIONAL SYSTEMS, LLC

By: _____

Name: _____

Title: _____

LINKABIT WIRELESS LLC

By: _____

Name: _____

Title: _____

NATIONS, INC.

By: _____

Name: _____

Title: _____

PROCOM SERVICES, INC.

By: _____

Name: _____

Title: _____

STAC, INC.

By: _____

Name: _____

Title: _____

TITAN AFRICA, INC.

By: _____

Name: _____

Title: _____

TITAN FACILITIES, INC. (formerly known as Delta Construction Management, Inc.)

By: _____

Name: _____

Title: _____

TITAN SCAN TECHNOLOGIES CORPORATION

By: _____

Name: _____

Title: _____

TITAN WIRELESS, INC.

By: _____

Name: _____

Title: _____

TITAN WIRELESS AFRIPA HOLDINGS, INC.

By: _____

Name: _____

Title: _____

UNIDYNE, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

[FORM OF NOTE]

The Titan Corporation

8% [SERIES A] [SERIES B][1] SENIOR SUBORDINATED NOTE DUE 2011

CUSIP:_____

No._____ $_____

The Titan Corporation, a Delaware corporation (hereinafter called the "Company" which term includes any successors under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ Dollars, on May 15, 2011.

Interest Payment Dates: May 15 and November 15, commencing November 15, 2003.

Record Dates: May 1 and November 1.

Reference is made to the further provisions of this Note on the reverse side, which shall, for all purposes, have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

The Titan Corporation
a Delaware corporation

By: _____

Name:
Title:

By: _____

Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within-mentioned Indenture.

Deutsche Bank Trust Company Americas,
as Trustee

By: _____

Authorized Signatory

Dated: _____

[1] Series A should be replaced with Series B in the Exchange Notes.

(Back of Note)

8% [Series A] [Series B][2] Senior Subordinated Notes due 2011

[THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.6 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.6(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.][3]

[UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.][4]

Capitalized terms used herein shall have the meanings assigned to them in the Indenture (as defined below) unless otherwise indicated.

1. *Interest*. the Company promises to pay interest on the principal amount of this Note at 8% per annum from the Issue Date until maturity and shall pay the Liquidated Damages, if any, payable pursuant to Section 6 of the Registration Rights Agreement referred to below. The Company shall pay interest (and Liquidated Damages, if any) semi-annually on May 15 and November 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). The first Interest Payment Date shall be November 15, 2003. Interest on the Notes shall accrue from the most recent date to which

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[2] Series A should be replaced with Series B in the Exchange Notes.
[3] To be included only on Global Notes deposited with the Depositary.
[4] To be included only on Global Notes deposited with the Depositary.

interest has been paid or, if no interest has been paid, from the Issue Date; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a Record Date (defined below) referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including Accrued Bankruptcy Interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the rate then in effect; it shall pay interest (including Accrued Bankruptcy Interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (and Liquidated Damages, if any) (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. *Method of Payment*. The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the May 1 or November 1 next preceding the Interest Payment Date (each a "Record Date"), even if such Notes are cancelled after such Record Date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, interest, premium, if any, at the office or agency of the Company maintained within the City and State of New York for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and *provided* that payment by wire transfer of immediately available funds to an account within the United States shall be required with respect to principal of and interest, premium, if any, on all Global Notes. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. *Paying Agent and Registrar*. Initially, Deutsche Bank Trust Company Americas, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. *Indenture*. The Company issued the Notes under an Indenture dated as of May 15, 2003 (the "Original Indenture"), as amended by the First Supplemental Indenture dated as of _____, 2004 (the "First Supplemental Indenture") (the Original Indenture, as so amended, the "Indenture"), by and among the Company, the Guarantors party thereto and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms.

5. *Optional Redemption*.

(a) Except as set forth in clause (b) of this Section and clause (b) of Section 3.7 of the Indenture, the Company shall not have the option to redeem the Notes pursuant to this Section or Section 3.7 of the Indenture prior to May 15, 2007. The Notes shall be redeemable for cash at the option of the Company, in whole or in part, at any time on or after May 15, 2007, upon not less than 30 days nor more than 60 days prior notice mailed by first class mail to each

Holder at its last registered address, at the following redemption prices (expressed as percentages of the principal amount) if redeemed during the 12-month period commencing May 15 of the years indicated below, in each case together with accrued and unpaid interest (and Liquidated Damages, if any) thereon to the date of redemption of the Notes (the "Redemption Date"):

Year	Percentage
2007	104.0%
2008	102.0%
2009 and thereafter	100.0%

(b) Notwithstanding the provisions of clause (a) of this Section or clause (a) of Section 3.7 of the Indenture, at any time on or prior to May 15, 2006, upon one or more Public Equity Offerings of the Company's common stock for cash, up to 35% of the aggregate principal amount of the Notes issued pursuant to the Indenture may be redeemed at the Company's option within 90 days of the closing of any such Public Equity Offering, on not less than 30 days, but not more than 60 days, notice to each Holder of the Notes to be redeemed, with cash received by the Company from the Net Cash Proceeds of such Public Equity Offering, at a redemption price equal to 108% of principal, together with accrued and unpaid interest (and Liquidated Damages, if any) thereon to the Redemption Date; *provided, however,* that immediately following each such redemption not less than 65% of the aggregate principal amount of the Notes originally issued pursuant to the Indenture on the Issue Date remain outstanding.

(c) Notice of redemption shall be mailed by first class mail at least 30 days but not more than 60 days prior to date fixed for redemption to the Holder of each Note to be redeemed to such Holder's last address as then shown upon the register books of our registrar. Notes in denominations larger than $1,000 may be redeemed in part but only in integral multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date, interest ceases to accrue on Notes or portions thereof called for redemption unless the Company defaults in such payments due on the redemption date.

6. *Mandatory Redemption*. If the HIGH TIDES Redemption has not occurred by the Trigger Date, the Company shall, in accordance with the procedures set forth in Section 3.8 of the Indenture be required to redeem (a "Mandatory Redemption") all of the outstanding Notes, for a price equal to 101% of their principal amount, plus accrued and unpaid interest thereon through the redemption date (the "Mandatory Redemption Price"). The Mandatory Redemption must occur no later than 10 days after the Trigger Date. Except for a Mandatory Redemption, the Company shall not, and the Guarantors shall not, be required to make mandatory redemption payments with respect to the Notes and the Notes shall not have the benefit of any sinking fund.

7. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, it need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a Record Date and the next succeeding Interest Payment Date.

8. *Persons Deemed Owners*. The registered Holder of a Note may be treated as its owner for all purposes.

9. *Amendment, Supplement and Waiver*. Subject to certain exceptions, the Indenture, the Notes or the Guarantee may be amended or supplemented with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), and, subject to Sections 6.4 and 6.7 of the Indenture, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the Indenture, the Notes or the Guarantee may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes). Without the consent of any Holder of a Note, the Indenture, the Notes or the Guarantee may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of the Notes in case of a merger or consolidation, to provide for additional Guarantees as set forth in the Indenture or for the release or assumption of Guarantee in compliance with the Indenture, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the rights under the Indenture of any such Holder, to comply with the provisions of the Depositary, Euroclear or Clearstream or the Trustee with respect to the provisions of the Indenture or the Notes relating to transfers and exchanges of Notes or beneficial interests therein, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA or to provide for the issuance of additional Notes in accordance with the limitations set forth in the Indenture.

10. *Defaults and Remedies*. The Indenture provides that an Event of Default occurs with respect to the Notes if:

(1) the Company defaults in the payment of interest (or Liquidated Damages, if any) on any Notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the Company defaults in the payment of the principal of, or premium, if any, on any Notes when the same becomes due and payable at maturity, upon redemption or otherwise;

(3) the Company fails to comply with any of its other agreements in the Notes or this Indenture for the benefit of the Notes and the default continues for the period and after the notice specified in this Section;

(4) Lockheed Martin or the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; or

(5) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against Lockheed Martin or the Company in an involuntary case,

(B) appoints a Custodian of Lockheed Martin or the Company or for all or substantially all of the property of Lockheed Martin or the Company, or

(C) orders the winding up or liquidation of Lockheed Martin or the Company,

and the order or decree remains unstayed and in effect for 90 days.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture or in the TIA. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Notes.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice in the manner and to the extent provided by Section 313(c) of the TIA of the Default or Event of Default within 90 days after it occurs.

11. *Subordination.* The Notes are subordinated in right of payment, to the extent and in the manner provided in Article XI of the Indenture, to the prior payment in full in cash of all Senior Debt. The Company and Lockheed Martin agree, and each Holder by accepting a Note consents and agrees, to the subordination provided in the Indenture and authorizes the Trustee to give it effect.

12. *Trustee Dealings with Company*. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, the Guarantor or any Affiliate of the Company or the Guarantor with the same rights it would have if it were not Trustee.

13. *No Recourse Against Others*. No past, present or future director, officer, employee, incorporator or stockholder (direct or indirect) of the Company or the Guarantor (or any such successor entity), as such, shall have any liability for any Obligations of the Company or the Guarantor under the Notes, the Guarantee or the Indenture or for any claim based on, in respect of, or by reason of, such Obligations or their creation, except in their capacity as an obligor or Guarantor of the Notes in accordance with the Indenture. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

14. *Authentication*. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. *Abbreviations*. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

16. *CUSIP Numbers*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and/or ISIN numbers to be printed on the Notes and the Trustee shall use CUSIP and/or ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon, and any such redemption shall not be affected by any defect in or omission of such numbers.

17. *Governing Law.* THE INDENTURE, THE NOTES AND THE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAW AND RULES 327(b).

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

The Titan Corporation
3033 Science Park Road
San Diego, CA 92121
Attention: Nicholas J. Costanza, Senior Vice President, General Counsel, and Secretary
(858) 552-9477

Assignment Form

To assign this Note, fill in the form below: (I) or (We) assign and transfer this Note to

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*

_____

* NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) in such other guarantee program acceptable to the Trustee.

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE[5]

The following exchanges of an interest in this Global Note for an interest in another Global Notes or for a Definitive Note, or exchanges of an interest in another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Note	Principal Amount of this Global Note	Principal Amount of this Global Note Following Such Decrease (or Increase)	Signature of Authorized Officer of Trustee or Note Custodian

[5] This should be included only if the Note is issued in global form.

GUARANTEE

Lockheed Martin Corporation irrevocably and unconditionally guarantees (i) the due and punctual payment of the principal of, premium, if any, and interest on this Note, whether at maturity, by acceleration, call for redemption or otherwise, the due and punctual payment of interest on the overdue principal and premium and Liquidated Damages, if any, and (to the extent permitted by law) interest on any interest on this Note, and payment of expenses and all other payment Obligations of the Company, to the Holders or the Trustee in accordance with Article X of the Original Indenture, and (ii) in case of any extension of time of payment or renewal of any Notes or any such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration, call for redemption or otherwise.

Lockheed Martin hereby agrees that its obligations hereunder shall be as if it were the principal debtor and not merely surety and shall be absolute and unconditional, irrespective of, and shall be unaffected by, any invalidity, irregularity or unenforceability of any such Note or the Original Indenture, any failure to enforce the provisions of any such Note, the Original Indenture or the First Supplemental Indenture, any waiver, modification or indulgence granted to the Company with respect thereto, by the Holder of such Note or the Trustee, or any other circumstances that otherwise may constitute a legal or equitable discharge or defense of a surety or guarantor; provided that, notwithstanding the foregoing, no such waiver, modification, indulgence or circumstance shall, without the consent of Lockheed Martin, increase the principal amount of the Notes or the interest rate thereon or increase any premium payable upon redemption thereof. Lockheed Martin hereby agrees that its Guarantee Obligations shall be enforceable without any demand, suit or proceeding first against the Company. Lockheed Martin hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of a merger or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to the indebtedness guaranteed hereby and all demands whatsoever and covenants that this Guarantee will not be discharged as to any such Note except in accordance with Section 9.2 of the Indenture or by payment in full of the Guarantee Obligations.

The obligations of Lockheed Martin to the Holders and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to such Indenture for the precise terms of this Guarantee.

THE TERMS OF ARTICLE X OF THE INDENTURE ARE INCORPORATED HEREIN BY REFERENCE.

Capitalized terms used herein have the same meanings given in the Indenture unless otherwise indicated.

IN WITNESS WHEREOF, Lockheed Martin has caused this instrument to be duly executed.

Dated: _____, 200_

LOCKHEED MARTIN CORPORATION

By: _____

Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is the Guarantee described in the within-mentioned Indenture.

Deutsche Bank Trust Company Americas, as Trustee

By: _____

Authorized Signatory

Dated: _____

Exhibit 23.3

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4) and related Prospectus of Lockheed Martin Corporation and The Titan Corporation for the exchange offer of 8% Senior Subordinated Notes due 2011 and consent solicitation and to the incorporation by reference therein of our report dated January 22, 2003, with respect to the consolidated financial statements of Lockheed Martin Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 2002, filed with the Securities and Exchange Commission.

Ernst & Young LLP

McLean, Virginia
November 17, 2003

CONSENT OF KPMG LLP

We consent to the use of our report dated February 25, 2003, except as to notes 15 and 17, which are as of June 30, 2003, with respect to the consolidated balance sheets of The Titan Corporation (the "Company") and subsidiaries as of December 31, 2002 and 2001, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2002, a current report as filed in Form 8-K on July 9, 2003 and incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

Our report refers to a change in the Company's method of accounting for goodwill in 2002, as discussed in Note 2 to the consolidated financial statements, and a reference to our reliance on the report of other auditors.

KPMG LLP
November 17, 2003

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption “Experts” in the Post-Effective Amendment No. 1 to the Registration Statement (Form S-4, File No. 333-106911) and related Prospectus of Lockheed Martin Corporation and The Titan Corporation for the exchange offer of 8% Senior Subordinated Notes due 2011 and consent solicitation and to the incorporation by reference therein of our report dated March 8, 2002, with respect to the 2002 and 2001 consolidated financial statements of Jaycor, Inc. included in a Current Report (Form 8-K) of The Titan Corporation, filed with the Securities and Exchange Commission.

Ernst & Young LLP

San Diego, California

November 17, 2003

Exhibit 24.1

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Vance D. Coffman

Vance D. Coffman
Chairman and Chief Executive Officer and Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ E. C. Aldridge, Jr.

E. C. Aldridge, Jr.
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Nolan D. Archibald

Nolan D. Archibald
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Norman R. Augustine

Norman R. Augustine
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Marcus C. Bennett

Marcus C. Bennett
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Gwendolyn S. King

Gwendolyn S. King
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September, 2003.

/s/ Douglas H. McCorkindale

Douglas H. McCorkindale
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Eugene F. Murphy

Eugene F. Murphy
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Joseph W. Ralston

Joseph W. Ralston
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Frank Savage

Frank Savage
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Anne Stevens

Anne Stevens
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ James Ukropina

James Ukropina
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Robert J. Stevens

Robert J. Stevens
President and Chief Operating Officer and Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Christopher E. Kubasik

Christopher E. Kubasik
Senior Vice President and Chief Financial Officer

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

/s/ Douglas C. Yearley

Douglas C. Yearley
Director

POWER OF ATTORNEY

LOCKHEED MARTIN CORPORATION

The undersigned hereby constitutes Frank H. Menaker, Jr., Marian S. Block and David A. Dedman, and each of them, jointly and severally, the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place, and stead and in any and all capacities, to sign and affix the undersigned's name as such director and/or officer of Lockheed Martin Corporation (the "Company") to one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-4 or other applicable form, including any and all post-effective amendments and supplements thereto, relating to the exchange of 8% Senior Subordinated Notes due 2011 issued by The Titan Corporation for debt securities and/or guarantees issued by the Company, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to the performance and execution of the powers herein expressly granted, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of September 2003.

Rajeev Bhalla

Rajeev Bhalla
Vice President and Controller

USE THIS LETTER OF TRANSMITTAL AND CONSENT TO TENDER OUTSTANDING NOTES AND CONSENT TO THE PROPOSED AMENDMENTS, DESCRIBED BELOW

LETTER OF TRANSMITTAL AND CONSENT

TO TENDER
8% Senior Subordinated Notes due 2011 of
THE TITAN CORPORATION
That Have Been Registered Under the Securities Act of 1933 for
Any and All Outstanding Unregistered 8% Senior Subordinated Notes due 2011

AND

TO CONSENT TO THE PROPOSED AMENDMENTS
To the Indenture and the Registration Rights Agreement Relating to the
8% Senior Subordinated Notes due 2011 of
THE TITAN CORPORATION

PURSUANT TO THE PROSPECTUS DATED _____, 2003

THE CONSENT FEE DEADLINE IS 5:00 P.M., NEW YORK CITY TIME, ON _____, 2003 (THE "CONSENT FEE DEADLINE"), UNLESS EXTENDED. THE EXCHANGE OFFER AND CONSENT SOLICITATION WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON ____, 2004 (THE "EXPIRATION DATE"), UNLESS EXTENDED. YOUR ABILITY TO WITHDRAW TENDERED NOTES AND CONSENTS IS LIMITED, AS DESCRIBED IN THE PROSPECTUS.

The Exchange Agent for the Exchange Offer and the Consent Solicitation is:
Deutsche Bank Trust Company Americas
Deliver to:

By Courier	*By Hand*	*By Mail*
DB Services Tennessee, Inc. Corporate Trust and Agency Services; Reorganization Unit 648 Grassmere Park Road Nashville, TN 37211 Attn: Karl Shepherd	Deutsche Bank Trust Company Americas c/o The Depository Trust Clearing Corporation 55 Water Street, 1st Floor Janette Park Entrance New York, NY 10041	DB Services Tennessee, Inc. Reorganization Unit P.O. Box 292737 Nashville, TN 37229-2737

By facsimile: (eligible institutions only) (615) 835-3701
For Information: (800) 735-7777
For Confirmation by Telephone: (615) 835-3572

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

Delivery of this Letter of Transmittal and Consent (this "Letter of Transmittal and Consent") to an address or transmission of instructions via facsimile other than as set forth above will not constitute a valid delivery.

If you wish to (1) tender for exchange your unregistered 8% Senior Subordinated Notes due 2011 (the "Outstanding Notes") of The Titan Corporation (the "Company"), for an equal aggregate principal amount of the Company's registered 8% Senior Subordinated Notes due 2011 (the "Exchange Notes" and, together with the Outstanding Notes, the "Notes"), pursuant to the exchange offer, and (2) consent to the proposed amendments to the indenture and the registration rights agreement relating to the Notes described in the accompanying prospectus (collectively, the "Proposed Amendments"), you must validly tender (and not withdraw) your Outstanding Notes to

Deutsche Bank Trust Company Americas, the Exchange Agent (the "Exchange Agent"), prior to the Expiration Date. By tendering your Outstanding Notes and delivering this Letter of Transmittal and Consent, you will be deemed to consent to the Proposed Amendments.

If you wish to be eligible to receive the consent fee described in the accompanying prospectus (the "Consent Fee"), you must tender your Outstanding Notes and deliver this Letter of Transmittal and Consent to the Exchange Agent prior to the Consent Fee Deadline.

Please contact Morrow & Co., Inc., the Information Agent for this exchange offer and consent solicitation, if you have any questions relating to the procedures for tendering Outstanding Notes and delivering consents to the Proposed Amendments. You may also contact the Information Agent to obtain additional copies of this Letter of Transmittal and Consent or the accompanying prospectus. You may contact the Information Agent at the address and telephone numbers shown on the back cover of this Letter of Transmittal and Consent.

Signatures must be provided.
Please read the accompanying instructions carefully before
completing this Letter of Transmittal and Consent.

This Letter of Transmittal and Consent and instructions hereto and the prospectus, dated _____, 2003 (the "Prospectus"), of The Titan Corporation (the "Company") and Lockheed Martin Corporation ("Lockheed Martin") constitute the Company's (i) offer (the "Exchange Offer") to exchange its Exchange Notes for its Outstanding Notes, and (ii) solicitation (the "Consent Solicitation") of consents (the "Consents") from registered holders of Outstanding Notes ("Holders") for the consideration set forth in the Prospectus to the Proposed Amendments to (a) the Indenture, dated May 15, 2003, among the Company, certain of its domestic subsidiaries, as guarantors (the "Guarantors"), and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), pursuant to which the Outstanding Notes were issued (the "Indenture"), and (b) the Registration Rights Agreement, dated as of May 15, 2003, by and among the Company, the Guarantors and the initial purchasers of the Outstanding Notes (the "Registration Rights Agreement"). The Proposed Amendments as described in the Prospectus will be contained in a supplemental indenture to the Indenture (the "Supplemental Indenture") and an amendment to the Registration Rights Agreement (the "Registration Amendment").

Titan is soliciting Consents to the Proposed Amendments to satisfy Titan's obligations under a merger agreement, dated as of September 15, 2003, relating to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin. The proposed merger is conditioned on, among other things, receipt of Consents to the Proposed Amendments from holders of at least a majority in aggregate principal amount of Outstanding Notes (the "Requisite Consents").

These Proposed Amendments seek to release the subsidiaries of Titan that are currently Guarantors under the Indenture and remove or amend most of the restrictive covenants and reporting requirements contained in the Indenture. In addition, Titan is seeking your consent to provide for the termination of the Registration Rights Agreement. Holders of Outstanding Notes who return their Consent prior to the Consent Fee Deadline will receive a consent fee in an amount equal to % of the principal amount of the Outstanding Notes held by such holder (the "Consent Fee") if the Requisite Consents are received and the proposed merger is completed. **If your consent is not received by the Consent Fee Deadline, you will not receive a consent fee.** In addition, Lockheed Martin is offering to fully and unconditionally guarantee Titan's obligations under the Indenture if the Requisite Consents are obtained and the proposed merger is completed.

Titan intends to complete the Exchange Offer even if the proposed merger is not completed. If the proposed merger is not completed for any reason, the Proposed Amendments will not become operative, Lockheed Martin will not become a guarantor of the Notes and consenting Holders will not receive a Consent Fee. If the proposed merger is completed and the Proposed Amendments become operative, Lockheed Martin will become a guarantor of the Notes.

USE THIS BLUE LETTER OF TRANSMITTAL AND CONSENT ONLY IF YOU WISH TO TENDER YOUR NOTES IN THE EXCHANGE OFFER AND CONSENT TO THE PROPOSED AMENDMENTS IN THE CONSENT SOLICITATION. IF YOU WISH TO TENDER YOUR NOTES WITHOUT CONSENTING TO THE PROPOSED AMENDMENTS, PLEASE COMPLETE, SIGN AND DATE THE GREEN LETTER OF TRANSMITTAL AND CONSENT INSTEAD.

This Letter of Transmittal and Consent is to be used by Holders of Notes if certificates representing Notes are to be physically delivered to the Exchange Agent herewith by such Holders.

Holders who are tendering by book-entry transfer to the Exchange Agent's account at The Depository Trust Company ("DTC" or the "Book-Entry Transfer Facility") can tender Outstanding Notes and deliver Consents through DTC's Automated Tender Offer Program ("ATOP"), for which the Exchange Offer and the Consent Solicitation will be eligible. DTC participants that are accepting the Exchange Offer and consenting to the Proposed Amendments must transmit their acceptance of the terms of the Exchange Offer and deliver their consent to DTC, which will verify the acceptance and consent and execute a book-entry delivery to the Exchange Agent's account at DTC so indicating. Following receipt of each acceptance and consent regarding the Proposed Amendments, DTC will then send an Agent's Message to the Exchange Agent for its acceptance and consent. The Agent's Message

shall state that DTC has received an express acknowledgment from the DTC participant tendering Outstanding Notes on behalf of the Holder that such DTC participant (a) has received and agrees to be bound by the terms and conditions of the Exchange Offer and the Consent Solicitation as set forth in the Prospectus and this Letter of Transmittal and Consent and that the Company may enforce such agreement against such participant. Delivery of the Agent's Message by DTC will satisfy the terms of the Exchange Offer and the Consent Solicitation in lieu of execution and delivery of a Letter of Transmittal and Consent by the DTC participant identified in the Agent's Message. Accordingly, this Letter of Transmittal and Consent need not be completed by a Holder tendering through ATOP.

If the Exchange Offer and the Consent Solicitation are withdrawn or otherwise not completed, the Exchange Notes will not be issued or the Consent Fee will not be paid or become payable to Holders who have validly tendered their Outstanding Notes and validly delivered Consents, as the case may be. If the Exchange Offer is not completed, any tendered Outstanding Notes will be returned.

Holders who validly tender their Outstanding Notes in the Exchange Offer pursuant to this Letter of Transmittal and Consent will have delivered their Consents to the Proposed Amendments and the execution and delivery of the Supplemental Indenture and the Registration Amendment by such tender. The Exchange Offer and the Consent Solicitation are made upon the terms and subject to the conditions set forth in the Prospectus and herein. Holders should carefully review the information set forth therein and herein.

The undersigned has completed, executed and delivered this Letter of Transmittal and Consent to indicate the action the undersigned desires to take with respect to the Exchange Offer and the Consent Solicitation.

Your bank or broker can assist you in completing this form. The instructions included with this Letter of Transmittal and Consent must be followed. See Instruction 8 below.

List below the Outstanding Notes to which this Letter of Transmittal and Consent relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal and Consent. Tenders of Outstanding Notes will be accepted only in principal amounts equal to $1,000 or integral multiples thereof. No alternative, conditional or contingent tenders will be accepted.

DESCRIPTION OF OUTSTANDING NOTES TENDERED

Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	Certificate Number(s)	Aggregate Principal Amount Represented	Principal Amount Tendered And As To Which Consents Are Given*
	Total Principal Amounts of Outstanding Notes		

*** Unless otherwise indicated in this column labeled "Principal Amount Tendered And As To Which Consents Are Given" and subject to the terms and conditions of the Prospectus, a Holder will be deemed to have tendered and consented with respect to the entire aggregate principal amount represented by the Outstanding Notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 3.**

The names and addresses of the registered Holders should be printed exactly as they appear on the certificates representing Outstanding Notes tendered hereby.

(BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY)

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution

_____

Account Number

_____

Transaction Code Number

_____

☐ **CHECK HERE AND ENCLOSE A COPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY AND COMPLETE THE FOLLOWING:**

Name of Registered Holder(s)

_____

Window Ticket Number (if any)

_____

Date of Execution of Notice of Guaranteed Delivery

_____

Name of Institution which Guaranteed Delivery

_____

If Guaranteed Delivery is to be made by Book-Entry Transfer:
Name of Tendering Institution

_____

Account Number

_____

Transaction Code Number

_____

☐ **CHECK HERE IF TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED OUTSTANDING NOTES ARE TO BE RETURNED BY CREDITING THE BOOK-ENTRY TRANSFER FACILITY ACCOUNT NUMBER SET FORTH ABOVE.**

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE OUTSTANDING NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER") AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name:

_____

Address:

_____

_____

Ladies and Gentlemen:

The undersigned hereby tenders to The Titan Corporation, a Delaware corporation (the "Company"), the Outstanding Notes indicated above and delivers Consents to the Proposed Amendments (hereby revoking any previously submitted disapproval or abstention).

Subject to, and effective upon, the acceptance for exchange of, and issuance of the Exchange Notes as payment therefor, the principal amount of Outstanding Notes tendered with this Letter of Transmittal and Consent, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to the Outstanding Notes that are being tendered hereby and delivers such Holder's Consent to the Proposed Amendments. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company) with respect to such Outstanding Notes, with full power of substitution and withdrawal (such power-of-attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Outstanding Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Outstanding Notes on the account books maintained by the Book-Entry Transfer Facility to, or upon the order of, the Company, (ii) present such Outstanding Notes for transfer of ownership on the books of the relevant security register, (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Outstanding Notes and (iv) deliver to the Company and the Trustee this Letter of Transmittal and Consent as evidence of delivery of the undersigned's Consent to the Proposed Amendments, all in accordance with the terms of and conditions to the Exchange Offer and Consent Solicitation as described in the Prospectus.

The undersigned agrees and acknowledges that, by the execution and delivery hereof, the undersigned makes and provides the written Consent with respect to the principal amount of Outstanding Notes tendered hereby to the Proposed Amendments. The undersigned understands that the Consent provided hereby shall remain in full force and effect until such Consent is withdrawn in accordance with the procedures set forth in the Prospectus and this Letter of Transmittal and Consent. The undersigned understands that a withdrawal of such Consent will not be effective following the date on which the Requisite Consents have been received and the Supplemental Indenture and Registration Amendment have been executed (the "Consent Date"). The Company intends to execute the Supplemental Indenture and the Registration Amendment promptly following the receipt of the Requisite Consents.

The undersigned understands and acknowledges that the Expiration Date for the Exchange Offer and Consent Solicitation is 5:00 p.m., New York City time, on _____, 2004, unless extended by the Company in its sole discretion. In addition, the undersigned understands and acknowledges that the Consent Fee Deadline is 5:00 p.m., New York City time, on _____, 2003, unless extended by the Company in its sole discretion.

The undersigned understands that Outstanding Notes tendered using this Letter of Transmittal and Consent on or prior to the Consent Date may be withdrawn by written notice of withdrawal (or a properly transmitted "Request Message" through ATOP) received by the Exchange Agent at any time on or prior to the Consent Date, but not thereafter, unless the Consent Solicitation is terminated. **If a Holder has validly tendered the Outstanding Notes in accordance with this Letter of Transmittal and Consent and subsequently (but on or prior to the Consent Date) effects a valid withdrawal of such tender of Outstanding Notes, such action will also constitute a withdrawal of the Holder's Consent. Outstanding Notes validly tendered using this Letter of Transmittal and Consent may not be withdrawn at any time following the Consent Date.** If the Exchange Offer is terminated, Outstanding Notes tendered pursuant to the terminated Exchange Offer will be returned to the tendering Holder promptly. If the Company makes a material change in the terms of the Exchange Offer or the Consent Solicitation or the information concerning the Exchange Offer or the Consent Solicitation in a manner determined by the Company, in its sole discretion, to constitute a material adverse change to the Holders of Outstanding Notes, the Company will disseminate additional material in respect of the Exchange Offer or the Consent Solicitation and will extend the Exchange Offer or the Consent Solicitation, as applicable, in each case to the extent required by law.

The undersigned understands that in order to be valid, a notice of withdrawal of Consent must contain the name of the person who delivered the Consent and the description of the Outstanding Notes to which it relates, the certificate number or numbers of such Outstanding Notes (unless such Outstanding Notes were tendered by book-entry transfer), and the aggregate principal amount represented by such Outstanding Notes, be signed by the Holder thereof in the same manner as the original signature on this Letter of Transmittal and Consent (including any required signature guarantee(s)) or be accompanied by evidence satisfactory to the Company and the Exchange Agent that the person revoking the Consent has the legal authority to withdraw such Consent on behalf of the Holder and be received on or prior to the Consent Date by the Exchange Agent, at one of its addresses set forth in the first page of this Letter of Transmittal and Consent (or, in the case of Notes tendered by book-entry transfer, through ATOP). A purported notice of withdrawal that lacks any of the required information or is dispatched to an improper address will not validly withdraw a Consent previously given.

The undersigned understands that tenders of Outstanding Notes pursuant to any of the procedures described in the Prospectus and in the instructions hereto and acceptance thereof by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer and the Consent Solicitation.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE COMPANY RESERVES THE RIGHT NOT TO ACCEPT TENDERED OUTSTANDING NOTES FROM ANY TENDERING HOLDER IF THE COMPANY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT SUCH ACCEPTANCE COULD RESULT IN A VIOLATION OF APPLICABLE SECURITIES LAWS OR ANY APPLICABLE INTERPRETATION OF THE STAFF OF THE SECURITIES AND EXCHANGE COMMISSION.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Outstanding Notes tendered hereby and to give the Consent contained herein, and that when such Outstanding Notes are accepted for exchange by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request by the Company, the Exchange Agent or the Trustee, execute and deliver any additional documents deemed by the Company, the Exchange Agent or the Trustee to be necessary or desirable to complete the sale, assignment and transfer of the Outstanding Notes tendered hereby and to perfect the undersigned's Consent to the Proposed Amendments. For purposes of the Exchange Offer, the undersigned understands that the Company will be deemed to have accepted for exchange validly tendered Outstanding Notes (or defectively tendered Outstanding Notes with respect to which the Company has waived such defect), if, as and when the Company gives oral (to be confirmed in writing) or written notice thereof to the Exchange Agent.

The undersigned understands that, under certain circumstances and subject to certain conditions of the Exchange Offer set forth in the Prospectus (each of which the Company may waive), the Company will not be required to accept for exchange any of the Outstanding Notes tendered. Any Outstanding Notes not accepted for exchange will be returned promptly to the undersigned at the address set forth above, unless otherwise indicated herein under "Special Delivery Instructions" below.

The undersigned recognizes that, as described in the Prospectus, the Company may, in its sole and absolute discretion, subject to applicable law, at any time and from time to time: (i) delay the acceptance of the Outstanding Notes for exchange; (ii) terminate the Exchange Offer and Consent Solicitation if one or more specific conditions have not been satisfied, (iii) extend the Consent Fee Deadline, (iv) extend the Expiration Date of the Exchange Offer and Consent Solicitation or (v) waive any condition or otherwise amend the terms of the Exchange Offer in any respect.

Unless the box under the heading "Special Registration Instructions" is checked, the undersigned hereby represents and warrants that:

(i) the Exchange Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of business of the undersigned and any beneficial owner of the Outstanding Notes (a "Beneficial Owner");

(ii) neither the undersigned nor any Beneficial Owner is engaging in or intends to engage in a distribution of such Exchange Notes;

(iii) neither the undersigned nor any Beneficial Owner has an arrangement or understanding with any person to participate in the distribution of such Exchange Notes;

(iv) if the undersigned or any Beneficial Owner is a resident of the State of California, it falls under the self-executing institutional investor exemption set forth under Section 25102(i) of the Corporate Securities Law of 1968 and Rules 260.102.10 and 260.105.14 of the California Blue Sky Regulations;

(v) if the undersigned or any Beneficial Owner is a resident of the Commonwealth of Pennsylvania, it falls under the self-executing institutional investor exemption set forth under Sections 203(c), 102(d) and (k) of the Pennsylvania Securities Act of 1972, Section 102.111 of the Pennsylvania Blue Sky Regulations and an interpretive opinion dated November 16, 1985;

(vi) the undersigned and each Beneficial Owner acknowledges and agrees that any person who is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Securities Act"), in connection with a secondary resale transaction of the Exchange Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities Exchange Commission (the "Commission") set forth in certain no-action letters;

(vii) the undersigned and each Beneficial Owner understands that a secondary resale transaction described in clause (vi) above and any resales of Exchange Notes or interests therein obtained by such holder in exchange for Outstanding Notes or interests therein originally acquired by such holder directly from the Company should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K of the Commission; and

(viii) neither the holder nor any Beneficial Owner is an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Company. Upon request by the Company, the undersigned or Beneficial Owner will deliver to the Company a legal opinion confirming it is not such an affiliate.

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes, however, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer and Outstanding Notes held for its own account were not acquired as a result of market-making or other trading activities, the undersigned acknowledges that such Outstanding Notes cannot be exchanged pursuant to the Exchange Offer.

All authority conferred or agreed to be conferred by this Letter of Transmittal and Consent shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter of Transmittal and Consent shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives. The undersigned understands that the delivery and surrender of the Outstanding Notes is not effective, and the risk of loss of the Outstanding Notes does not pass to the Exchange Agent, until receipt by the Exchange Agent of this Letter of Transmittal and Consent, or a facsimile hereof, properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Outstanding Notes and deliveries and withdrawals of Consents will be determined by the Company, in its sole discretion, which determination shall be final and binding. Unless otherwise indicated herein under "Special Payment Instructions,"

the undersigned hereby requests that the Consent Fee, if any, to be made in connection with the Consent Solicitation be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Outstanding Notes representing principal amounts not tendered or not accepted for exchange be issued in the name(s) of the undersigned at the address(es) shown above. In the event that the "Special Payment Instructions" box or the "Special Delivery Instructions" box is, or both are, completed, the undersigned hereby requests that any Outstanding Notes representing principal amounts not tendered or not accepted for exchange be issued in the name(s) of, certificates for such Outstanding Notes be delivered to, and checks for payments of the Consent Fee, if any, to be made in connection with the Consent Solicitation be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that the Company has no obligation pursuant to the "Special Payment Instructions" box or "Special Delivery Instructions" box to transfer any Outstanding Notes from the name of the Holder(s) thereof if the Company does not accept for exchange any of the principal amount of such Outstanding Notes so tendered.

PLEASE SIGN HERE
(To Be Completed by All Tendering and Consenting Holders)

THE COMPLETION, EXECUTION AND TIMELY DELIVERY OF THIS LETTER OF TRANSMITTAL AND CONSENT WILL BE DEEMED TO CONSTITUTE A CONSENT TO THE PROPOSED AMENDMENTS.

This Letter of Transmittal and Consent must be signed by the registered holder(s) of the Outstanding Notes exactly as their name(s) appear(s) on certificate(s) for Outstanding Notes or by person(s) authorized to become registered holder(s) by endorsement on certificates for Outstanding Notes or by bond powers transmitted with this Letter of Transmittal and Consent. Endorsements on Outstanding Notes and signatures on bond powers by registered holders not executing this Letter of Transmittal and Consent must be guaranteed by an Eligible Institution. See Instruction 4 below. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 4 below.

X _____

X _____

Signature(s) of Holder(s) or Authorized Signatory

Dated: _____

Name(s): _____

(Please Print)

Capacity: _____

Address: _____

_____

(Including Zip Code)

Area Code and Telephone No.: _____

PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN AND
SIGNATURE GUARANTEE, IF REQUIRED (See Instruction 4 below)
Certain Signatures Must Be Guaranteed by an Eligible Institution

_____

(Name of Eligible Institution Guaranteeing Signatures)

_____

(Address (including zip code) and Telephone Number (including area code) of Eligible Institution)

_____

(Authorized Signature)

_____

(Print Name)

_____

(Title)

Dated: _____

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 3, 4, 5 and 7)

To be completed ONLY if the Consent Fee, if any, is to be issued to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal and Consent or issued to an address different from that shown in the box titled "Description of Outstanding Notes Tendered" within this Letter of Transmittal and Consent.

Pay the Consent Fee, if any, to:

Name _____
(Please Print)

Address _____

_____
(Zip Code)

_____
(Taxpayer Identification or Social Security Number)
(See Substitute Form W-9 herein)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3, 4, 5 and 7)

To be completed ONLY if the certificates for Outstanding Notes in a principal amount not tendered or not accepted for exchange are to be sent to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal and Consent or issued to an address different from that shown in the box titled "Description of Outstanding Notes Tendered" within this Letter of Transmittal and Consent.

Deliver the Outstanding Notes to:

Name _____
(Please Print)

Address _____

_____
(Zip Code)

_____
(Taxpayer Identification or Social Security Number)
(See Substitute Form W-9 herein)

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer and the Consent Solicitation

1. Delivery of this Letter of Transmittal and Consent and Certificates for Outstanding Notes or Book-Entry Confirmations; Withdrawal of Tenders. To tender Outstanding Notes in the Exchange Offer and to deliver Consents in the Consent Solicitation by physical delivery of certificates for Outstanding Notes, a properly completed and duly executed copy or facsimile of this Letter of Transmittal and Consent and any other documents required by this Letter of Transmittal and Consent must be received by the Exchange Agent at one of its addresses set forth herein on or prior to the Expiration Date. Tenders of Outstanding Notes and Consents will be accepted after the Consent Date and on or prior to the Expiration Date in accordance with the procedures described herein and otherwise in compliance with this Letter of Transmittal and Consent; however, no Consent Fee will be payable in respect of any Outstanding Notes tendered or Consents given following the Consent Fee Deadline. The method of delivery of this Letter of Transmittal and Consent, the Outstanding Notes and all other required documents to the Exchange Agent is at the election and risk of Holders. If such delivery is by mail, it is suggested that Holders use properly insured registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Consent Fee Deadline or the Expiration Date, as the case may be, to permit delivery to the Exchange Agent on or prior to such respective date. No alternative, conditional or contingent tenders of the Outstanding Notes or deliveries of Consents will be accepted. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Exchange Agent. **This Letter of Transmittal and Consent and Outstanding Notes should be sent only to the Exchange Agent, not to the Company, Lockheed Martin, the Trustee, the Information Agent, or Credit Suisse First Boston LLC (the "Dealer-Manager and Solicitation Agent"). Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Exchange Agent.**

All tendering Holders, by execution of this Letter of Transmittal and Consent or a facsimile hereof, waive any right to receive notice of the acceptance of their Outstanding Notes for exchange or of the adoption of the Proposed Amendments.

The Exchange Agent and DTC have confirmed that the Exchange Offer and the Consent Solicitation are eligible for ATOP. Accordingly, DTC participants may electronically transmit their acceptance of the Exchange Offer and deliver Consents by causing DTC to transfer their Outstanding Notes and indicate delivery of their Consents to the Exchange Agent in accordance with DTC's ATOP procedures. DTC will then send an Agent's Message to the Exchange Agent. The Agent's Message shall state that DTC has received an express acknowledgment from the DTC participant tendering Outstanding Notes on behalf of the Holder that such DTC participant (a) has received and agrees to be bound by the terms and conditions of the Exchange Offer and the Consent Solicitation as set forth in the Prospectus and this Letter of Transmittal and Consent and that the Company may enforce such agreement against such participant and (b) consents to the Proposed Amendments as described in the Prospectus and to the execution and delivery of the Supplemental Indenture and the Registration Amendment. **Holders desiring to tender Outstanding Notes on the Consent Fee Deadline or the Expiration Date through ATOP should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date.**

Holders who tender their Outstanding Notes in the Exchange Offer using this Letter of Transmittal and Consent will have delivered Consents to the Proposed Amendments. Outstanding Notes validly tendered using this Letter of Transmittal and Consent on or prior to the Consent Date may be validly withdrawn at any time on or prior to the Consent Date, but not thereafter, unless the Consent Solicitation is terminated. A valid withdrawal of tendered Outstanding Notes on or prior to the Consent Date shall be deemed a valid withdrawal of the related Consent; Outstanding Notes validly tendered prior to the Consent Date may not be withdrawn at any time following the Consent Date.

Holders who wish to withdraw validly tendered Outstanding Notes and Consents must give written notice of withdrawal, delivered by mail, hand delivery or manually signed facsimile transmission, or a properly transmitted "Request Message" through ATOP, which notice must be received by the Exchange Agent at one of its addresses set forth on the cover of this Letter of Transmittal and Consent on or prior to the Consent Date or at such other permissible times as are described herein. In order to be valid, a notice of withdrawal must specify the name of the

person who deposited the Outstanding Notes to be withdrawn (the "Depositor"), the name in which those Outstanding Notes are registered (or, if tendered by a book-entry transfer, the name of the participant in the Book-Entry Transfer Facility whose name appears on the security position listing as the owner of such Outstanding Notes), if different from that of the Depositor, and the principal amount of Outstanding Notes to be withdrawn. If certificates have been delivered or otherwise identified (through confirmation of book-entry transfer of such Outstanding Notes) to the Exchange Agent, the name of the Holder and the certificate number or numbers relating to such Outstanding Notes withdrawn must also be furnished to the Exchange Agent as aforesaid prior to the physical release of the certificates for the withdrawn Outstanding Notes (or, in the case of Outstanding Notes transferred by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with withdrawn Outstanding Notes). The notice of withdrawal (other than a notice transmitted through ATOP) must be signed by the Holder in the same manner as this Letter of Transmittal and Consent (including, in any case, any required signature guarantee(s)), or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has the legal authority to withdraw such tender on behalf of the Holder. Holders may not rescind withdrawals of tendered Outstanding Notes. However, validly withdrawn Outstanding Notes may be retendered by following the procedures therefor described elsewhere in the Prospectus at any time on or prior to the Expiration Date.

2. Consent to Proposed Amendments; Withdrawal of Consents. In accordance with the Prospectus, all properly completed and executed copies of this Letter of Transmittal and Consent and all Agent's Messages consenting to the Proposed Amendments that are received by the Exchange Agent will be counted as Consents with respect to the Proposed Amendments, unless the Exchange Agent receives, on or prior to the Consent Date, a written notice of withdrawal (or a properly transmitted "Request Message" through ATOP) of such Consent as described in the Prospectus.

A Holder may not validly withdraw a Consent unless such Holder validly withdraws such Holder's previously tendered Outstanding Notes pursuant to the withdrawal procedures specified in Instruction 1. The valid withdrawal of a Holder's Outstanding Notes tendered previously pursuant to this Letter of Transmittal and Consent prior to the Consent Date will constitute the concurrent valid withdrawal of such Holder's Consent. As a result, a Holder who validly withdraws previously tendered Outstanding Notes prior to the Consent Date will not receive the Consent Fee, if any, with respect to those Outstanding Notes unless those Outstanding Notes are retendered using this Letter of Transmittal and Consent. Any withdrawal of previously tendered Outstanding Notes otherwise than in accordance with the provisions described above will not constitute a valid withdrawal of such Holder's Consent. Outstanding Notes tendered with Consents validly delivered using this Letter of Transmittal and Consent on or prior to the Consent Date may not be withdrawn after the Consent Date.

THE COMPANY INTENDS TO EXECUTE THE SUPPLEMENTAL INDENTURE AND THE REGISTRATION AMENDMENT PROMPTLY FOLLOWING THE RECEIPT OF THE REQUISITE CONSENTS. IF THE SUPPLEMENTAL INDENTURE AND THE REGISTRATION AMENDMENT ARE EXECUTED AND BECOME OPERATIVE, THE SUPPLEMENTAL INDENTURE AND THE REGISTRATION AMENDMENT WILL BE BINDING UPON EACH HOLDER OF OUTSTANDING NOTES WHETHER OR NOT SUCH HOLDER GIVES A CONSENT WITH RESPECT THERETO.

3. Partial Tenders and Consents. Valid tenders of Outstanding Notes pursuant to the Exchange Offer (and the corresponding delivery of Consents thereto pursuant to the Consent Solicitation) will be accepted only in respect of principal amounts equal to $1,000 or integral multiples thereof. If less than the entire principal amount of any Outstanding Notes evidenced by a submitted certificate is tendered, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled "Description of Outstanding Notes Tendered" herein. The entire principal amount represented by the certificates for all Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered, and a related Consent in respect thereof given, unless otherwise indicated. If the entire principal amount of all Outstanding Notes is not tendered or not accepted for purchase (or the related Consent in respect thereof not given), the Outstanding Notes representing such untendered amount (or in respect of which a Consent is not given) will be sent (or, if tendered by book-entry transfer, returned by credit to the account at the Book-Entry Transfer Facility) to the registered Holder unless otherwise provided in the appropriate box on this Letter of Transmittal and Consent (see Instruction 5), promptly after the Outstanding Notes are accepted for purchase.

4. Signatures on this Letter of Transmittal and Consent, Bond Powers and Endorsement; Consent Proxies; Guarantee of Signatures. If this Letter of Transmittal and Consent is signed by the registered Holder(s) of Outstanding Notes tendered hereby and with respect to which the Consent is delivered, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Outstanding Notes tendered hereby (and with respect to which the Consent is delivered) are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal and Consent. If any tendered Outstanding Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal and Consent and any necessary accompanying documents as there are different names in which certificates are held.

If this Letter of Transmittal and Consent is signed by the Holder, and the certificates for any principal amount of Outstanding Notes not tendered or not accepted for exchange are to be issued (or if any principal amount of Outstanding Notes that is not tendered or not accepted for exchange is to be reissued or returned) to or, if tendered by book-entry transfer, credited to the account at the Book-Entry Transfer Facility of the Holder, and checks for payments of the Consent Fee, if any, to be made in connection with the Consent Solicitation are to be issued to the order of the Holder, then the Holder need not endorse any certificates for tendered Outstanding Notes, nor provide a separate bond power. In any other case (including if this Letter of Transmittal and Consent is not signed by the Holder), the Holder must either properly endorse the certificates for Outstanding Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal and Consent (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Outstanding Notes), with the signature on the endorsement or bond power guaranteed by an Eligible Institution, unless such certificates or bond powers are executed by an Eligible Institution.

If this Letter of Transmittal and Consent or any certificates for Outstanding Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal and Consent.

Endorsements on certificates for Outstanding Notes and signatures on bond powers and Consents provided in accordance with this Instruction 4 by registered Holders not executing this Letter of Transmittal and Consent must be guaranteed by an Eligible Institution.

No signature guarantee is required if (i) this Letter of Transmittal and Consent is signed by the registered Holder(s) of the Outstanding Notes tendered herewith and the payment of the Consent Fee, if any, is to be made, or if any Outstanding Notes for principal amounts not tendered or not accepted for exchange are to be sent, directly to such Holder(s) and neither the “Special Payment Instructions” box nor the “Special Delivery Instructions” box of this Letter of Transmittal and Consent has been completed or (ii) such Outstanding Notes are tendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal and Consent and endorsements on certificates, signatures on bond powers and Consent proxies (if any) accompanying Outstanding Notes must be guaranteed by an Eligible Institution.

5. Special Payment and Special Delivery Instructions. Tendering Holders should indicate in the applicable box or boxes the name and address to which Outstanding Notes for principal amounts not tendered or not accepted for exchange or checks for payment of the Consent Fee, if any, to be made in connection with the Exchange Offer and the Consent Solicitation are to be issued or sent, if different from the name and address of the registered Holder signing this Letter of Transmittal and Consent. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, any Outstanding Notes not tendered or not accepted for purchase will be returned to the registered Holder of the Outstanding Notes tendered.

6. Taxpayer Identification Number and Backup Withholding. Federal income tax law generally requires that a tendering Holder whose tendered Outstanding Notes are accepted for exchange must provide the Exchange Agent (as payor) with such Holder’s correct Taxpayer Identification Number (a “TIN”), which, in the

case of a Holder who is an individual, is generally such Holder's social security number, or otherwise establish an exemption. If the Exchange Agent is not provided with the correct TIN or an adequate basis for an exemption, such Holder may be subject to a $50 penalty imposed by the Internal Revenue Service (the "IRS") and backup withholding on the gross proceeds received pursuant to the Exchange Offer and Consent Solicitation. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

To prevent backup withholding, each tendering Holder that is a U.S. person must provide such Holder's correct TIN by completing the "Substitute Form W-9" set forth herein, certifying that the TIN provided is correct (or that such Holder is awaiting a TIN), that the Holder is a U.S. person, and that (i) the Holder is exempt from backup withholding, (ii) the Holder has not been notified by the Internal Revenue Service that such Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the Internal Revenue Service has notified the Holder that such Holder is no longer subject to backup withholding.

If a Holder that is a U.S. person does not have a TIN, such Holder should consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for instructions on applying for a TIN, write "Applied For" in the space for the TIN in Part 1 of the Substitute Form W-9, and sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the Holder does not provide such Holder's TIN to the Exchange Agent, backup withholding will apply until such Holder furnishes such Holder's TIN to the Exchange Agent. **Note: Writing "Applied For" on the form means that the Holder has already applied for a TIN or that such Holder intends to apply for one in the near future.**

If the Outstanding Notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Guidelines for information on which TIN to report.

Exempt Holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt Holder that is a U.S. person should write "Exempt" in Part 2 of Substitute Form W-9. See the W-9 Guidelines for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person generally must submit a completed Form W-8BEN, W-8ECI, W-8EXP or W-8IMY, "Certificate of Foreign Status," as the case may be, signed under penalty of perjury, attesting to such exempt status. Such form may be obtained from the Exchange Agent or the IRS at its internet website: www.irs.gov.

7. Transfer Taxes. The Company will pay or cause to be paid any transfer taxes with respect to the transfer of Outstanding Notes to them or their order pursuant to the Exchange Offer. If, however, payment of the Consent Fee, if any, is to be made to, or if certificates representing Outstanding Notes not tendered or not accepted for exchange are to be registered in the name of, any person other than the registered Holder(s), or if tendered certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal and Consent, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person(s)) payable on account of the transfer to such person will be deducted from the Consent Fee, if any, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

8. Irregularities. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Outstanding Notes and deliveries and withdrawals of Consents will be determined by the Company, in its sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders of Outstanding Notes or deliveries of Consents will not be considered valid. The Company reserves the absolute right to reject any or all tenders of Outstanding Notes and deliveries of Consents in respect of Outstanding Notes that are not in proper form or the acceptance of which would, in the Company's opinion, be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tender as to particular Outstanding Notes or of delivery as to accompanying Consents. The Company's interpretations of the terms and conditions of the Exchange Offer and the Consent Solicitation (including the instructions in this Letter of Transmittal and Consent) will be final and binding. Any defect or irregularity in connection with tenders of Outstanding Notes and deliveries of Consents must be cured within such time as the Company determines, unless waived by the Company. Tenders of Outstanding Notes and deliveries of Consents shall not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. A defective tender of Outstanding Notes (which defect is not waived by the Company) will not constitute

delivery of a valid Consent, and a defective Consent (which defect is not waived by the Company) will render invalid the tender of the accompanying Note. The Company, the Exchange Agent, the Information Agent, the Dealer-Manager and Solicitation Agent, the Trustee nor any other person will be under any duty to give notice of any defects or irregularities in tenders of Outstanding Notes and deliveries of accompanying Consents, or will incur any liability to Holders for failure to give any such notice.

9. Waiver of Conditions. The Company expressly reserves the absolute right, in its discretion, to amend or waive any of the conditions to the Exchange Offer and the Consent Solicitation in the case of any Outstanding Notes tendered and Consents delivered, in whole or in part, at any time and from time to time.

10. Mutilated, Lost, Stolen or Destroyed Certificates. Any Holder whose certificates for Outstanding Notes have been mutilated, lost, stolen or destroyed should write to or telephone the Trustee at the following address or telephone number:

DB Services Tennessee, Inc.
648 Grassmere Park Road
Nashville, TN 37211
Attention: Karl Shepherd
Telephone: (800) 735-7777

11. Requests for Assistance or Additional Copies. Questions relating to the procedure for tendering Outstanding Notes and consenting to the Proposed Amendments and requests for assistance may be directed to the Information Agent at the address and telephone number on the back cover of this Letter of Transmittal and Consent. Requests for additional copies of the Prospectus and this Letter of Transmittal and Consent may also be directed to the Information Agent at the address and telephone numbers on the back cover of this Letter of Transmittal and Consent.

TO BE COMPLETED BY ALL TENDERING HOLDERS OF SECURITIES

PAYOR'S NAME: Deutsche Bank Trust Company Americas

SUBSTITUTE Form W-9	**Part 1**—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	TIN _____ (Social Security Number or Employer Identification Number)
Department of the Treasury Internal Revenue Service	**Part 2**—FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (SEE INSTRUCTIONS)	
Payor's Request for Taxpayer Identification Number ("TIN") and Certification	**Part 3**—CERTIFICATION—UNDER PENALTIES OF PERJURY, I CERTIFY THAT (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me), (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).	
	SIGNATURE _____	DATE _____

You must cross out item (2) in Part 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN PART 1 OF THE SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the Payor, the Payor is required to withhold on all cash payments made to me until I provide a number.

_____ _____

Signature **Date**

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING ON ANY CASH PAYMENTS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

Information Agent

Titan has appointed Morrow & Co., Inc. as Information Agent for the Exchange Offer and Consent Solicitation. Questions and requests for assistance, requests for additional copies of this prospectus or of the Letter of Transmittal and Consent should be directed to the Information Agent at the following address and telephone number:

Morrow & Co., Inc.
445 Park Avenue
New York, New York 10022

Banks and Brokerage Firms: (800) 654-2468
Bondholders: (800) 607-0088

Dealer-Manager and Solicitation Agent

Titan has appointed Credit Suisse First Boston LLC as Dealer-Manager and Solicitation Agent for the consent solicitation. Questions and requests for assistance may also be directed to the Dealer-Manager and Solicitation Agent at the address and phone number listed below:

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010
(212) 325-2000

USE THIS GREEN LETTER OF TRANSMITTAL IF YOU WISH TO PARTICIPATE IN THE EXCHANGE OFFER BUT DO NOT WISH TO CONSENT TO THE PROPOSED AMENDMENTS,
IF YOU WISH TO CONSENT TO THE PROPOSED AMENDMENTS, AS DESCRIBED BELOW, YOU SHOULD SUBMIT THE BLUE LETTER OF TRANSMITTAL AND CONSENT. YOU WILL NOT RECEIVE THE CONSENT FEE IF YOU USE THIS FORM.

LETTER OF TRANSMITTAL

TO TENDER
8% Senior Subordinated Notes due 2011 of
THE TITAN CORPORATION
That Have Been Registered Under the Securities Act of 1933 for
Any and All Outstanding Unregistered 8% Senior Subordinated Notes due 2011

PURSUANT TO THE PROSPECTUS DATED_____, 2003

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON____, 2004 (THE "EXPIRATION DATE"), UNLESS EXTENDED. YOUR ABILITY TO WITHDRAW TENDERED NOTES IS LIMITED, AS DESCRIBED IN THE PROSPECTUS.

The Exchange Agent for the Exchange Offer is:
Deutsche Bank Trust Company Americas
Deliver to:

By Courier	*By Hand*	*By Mail*
DB Services Tennessee, Inc. Corporate Trust and Agency Services; Reorganization Unit 648 Grassmere Park Road Nashville, TN 37211 Attn: Karl Shepherd	Deutsche Bank Trust Company Americas c/o The Depository Trust Clearing Corporation 55 Water Street, 1st Floor Janette Park Entrance New York, NY 10041	DB Services Tennessee, Inc. Reorganization Unit P.O. Box 292737 Nashville, TN 37229-2737

By Facsimile: (eligible institutions only) (615) 835-3701
For Information: (800) 735-7777
For Confirmation by Telephone: (615) 835-3572

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

Delivery of this Letter of Transmittal (this "Letter of Transmittal") to an address or transmission of instructions via facsimile other than as set forth above will not constitute a valid delivery.

If you wish to tender for exchange your unregistered 8% Senior Subordinated Notes due 2011 (the "Outstanding Notes") of The Titan Corporation (the "Company"), for an equal aggregate principal amount of the Company's registered 8% Senior Subordinated Notes due 2011 (the "Exchange Notes" and, together with the Outstanding Notes, the "Notes"), pursuant to the exchange offer, without consenting to the proposed amendments to the indenture and the registration rights agreement relating to the Notes (collectively, the "Proposed Amendments"), you must validly tender (and not withdraw) your Outstanding Notes to Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), the Exchange Agent (the "Exchange Agent"), prior to the Expiration Date. By tendering your Outstanding Notes and delivering this Letter of Transmittal, you are NOT consenting to the Proposed Amendments.

Please contact Morrow & Co., Inc., the Information Agent for this exchange offer and consent solicitation, if you have any questions relating to the procedures for tendering Outstanding Notes or delivering consents to the Proposed Amendments. You may also contact the Information Agent to obtain additional copies of this Letter of Transmittal or the accompanying prospectus. You may contact the

Information Agent at the address and telephone numbers shown on the back cover of this Letter of Transmittal.

Signatures must be provided.
Please read the accompanying instructions carefully before
completing this Letter of Transmittal

This Letter of Transmittal and instructions hereto and the prospectus, dated _____, 2003 (the "Prospectus"), of The Titan Corporation (the "Company") and Lockheed Martin Corporation ("Lockheed Martin") constitute the Company's offer (the "Exchange Offer") to exchange its Exchange Notes for its Outstanding Notes, and solicitation (the "Consent Solicitation") of consents (the "Consents") from registered holders of Notes ("Holders") for the consideration set forth in the Prospectus to the Proposed Amendments to (a) the Indenture, dated May 15, 2003, among the Company, certain of its domestic subsidiaries, as guarantors (the "Guarantors"), and the Trustee, pursuant to which the Outstanding Notes were issued (the "Indenture"), and (b) the Registration Rights Agreement, dated as of May 15, 2003, by and among the Company, the Guarantors and the initial purchasers of the Outstanding Notes (the "Registration Rights Agreement").

Titan is soliciting Consents to the Proposed Amendments to satisfy Titan's obligations under a merger agreement, dated as of September 15, 2003, relating to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin. The proposed merger is conditioned on, among other things, receipt of Consents to the Proposed Amendments from holders of at least a majority in aggregate principal amount of Outstanding Notes (the "Requisite Consents").

These Proposed Amendments seek to release the subsidiaries of Titan that are currently Guarantors under the Indenture and remove most of the restrictive covenants and reporting requirements contained in the Indenture. In addition, Titan is seeking your consent to provide for the termination of the Registration Rights Agreement. Holders of Outstanding Notes who return their Consent prior to the Consent Fee Deadline will receive a consent fee in an amount equal to % of the principal amount of the Outstanding Notes held by the holder (the "Consent Fee") if the Requisite Consents are received and the proposed merger is completed. In addition, Lockheed Martin is offering to fully and unconditionally guarantee Titan's obligations under the Indenture if the Requisite Consents are obtained and the proposed merger is completed.

Titan intends to complete the Exchange Offer even if the proposed merger is not completed. If the proposed merger is not completed for any reason, the Proposed Amendments will not become operative, Lockheed Martin will not become a guarantor of the Notes and consenting Holders will not receive a Consent Fee. If the proposed merger is completed and the Proposed Amendments become operative, Lockheed Martin will become a guarantor of the Notes.

USE THIS GREEN LETTER OF TRANSMITTAL ONLY IF YOU WISH TO TENDER YOUR NOTES IN THE EXCHANGE OFFER WITHOUT CONSENTING TO THE PROPOSED AMENDMENTS IN THE CONSENT SOLICITATION. IF YOU WISH TO TENDER YOUR NOTES AND CONSENT TO THE PROPOSED AMENDMENTS, PLEASE COMPLETE, SIGN AND DATE THE BLUE LETTER OF TRANSMITTAL INSTEAD.

This Letter of Transmittal is to be used by Holders of Notes if certificates representing Notes are to be physically delivered to the Exchange Agent herewith by such Holders.

Holders who are tendering by book-entry transfer to the Exchange Agent's account at The Depository Trust Company ("DTC" or the "Book-Entry Transfer Facility") can tender Outstanding Notes without delivering Consents through DTC's Automated Tender Offer Program ("ATOP"), for which the Exchange Offer and the Consent Solicitation will be eligible. DTC participants that are accepting only the Exchange Offer must transmit their

acceptance of the terms of the Exchange Offer to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. In the course of transmitting their acceptance, the DTC participants will be asked whether or not the underlying Holders wish to Consent to the Proposed Amendments. Following receipt of each acceptance and election regarding the Proposed Amendments, DTC will then send an Agent's Message to the Exchange Agent for its acceptance. The Agent's Message shall state that DTC has received an express acknowledgment from the DTC participant tendering Outstanding Notes on behalf of the Holder that such DTC participant (a) has received and agrees to be bound by the terms and conditions of the Exchange Offer as set forth in the Prospectus and this Letter of Transmittal and that the Company may enforce such agreement against such participant and (b) does not consent to the Proposed Amendments. Delivery of the Agent's Message by DTC will satisfy the terms of the Exchange Offer in lieu of execution and delivery of this Letter of Transmittal by the DTC participant identified in the Agent's Message. Accordingly, this Letter of Transmittal need not be completed by a Holder tendering through ATOP.

If the Exchange Offer is withdrawn or otherwise not completed, the Exchange Notes will not be issued to Holders who have validly tendered their Outstanding Notes. If the Exchange Offer is not completed, any tendered Outstanding Notes will be returned.

Holders who validly tender their Outstanding Notes in the Exchange Offer pursuant to this Letter of Transmittal will NOT have delivered Consents to the Proposed Amendments by such tender. The Exchange Offer is made upon the terms and subject to the conditions set forth in the Prospectus and herein. Holders should carefully review the information set forth therein and herein.

The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer and the Consent Solicitation.

Your bank or broker can assist you in completing this form. The instructions included with this Letter of Transmittal must be followed.

This Letter of Transmittal is to be completed by holders of Outstanding Notes if Outstanding Notes are to be forwarded herewith. No alternative, conditional or contingent tender of Outstanding Notes will be accepted. A tendering holder, by execution of this Letter of Transmittal or facsimile hereof, waives all rights to receive notice of acceptance of such holder's Outstanding Notes for purchase.

Holders of Outstanding Notes whose certificates for such Outstanding Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in "Procedures for Tendering Outstanding Notes and Delivering Consents—Guaranteed Delivery Procedures" in the Prospectus.

DESCRIPTION OF TENDERED OUTSTANDING NOTES

Name(s) and Address(es) of Registered Owner(s) as it Appears on the 8% Senior Subordinated Notes due 2011 (Please Fill in, if Blank)	Certificate Number(s) of Outstanding Notes	Aggregate Principal Amount of Outstanding Notes Tendered
	Total Principal Amount of Outstanding Notes Tendered	

(BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY)

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution

_____

Account Number

_____

Transaction Code Number

_____

☐ **CHECK HERE AND ENCLOSE A COPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY AND COMPLETE THE FOLLOWING:**

Name of Registered Holder(s)

_____

Window Ticket Number (if any)

_____

Date of Execution of Notice of Guaranteed Delivery

_____

Name of Institution which Guaranteed Delivery

_____

If Guaranteed Delivery is to be made by Book-Entry Transfer:
Name of Tendering Institution

_____

Account Number

_____

Transaction Code Number

_____

☐ **CHECK HERE IF TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED OUTSTANDING NOTES ARE TO BE RETURNED BY CREDITING THE BOOK-ENTRY TRANSFER FACILITY ACCOUNT NUMBER SET FORTH ABOVE.**

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE OUTSTANDING NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER") AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name:

_____

Address:

_____

_____

Ladies and Gentlemen:

The undersigned hereby tenders to The Titan Corporation, a Delaware corporation (the "Company"), the Outstanding Notes, pursuant to the Company's offer of $1,000 principal amount of the Exchange Notes, in exchange for each $1,000 principal amount of the Outstanding Notes, upon the terms and subject to the conditions contained in the Prospectus, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together constitute the "Exchange Offer"). By delivering this Letter of Transmittal, the undersigned is not consenting to the proposed amendments to the indenture and registration rights agreement relating to the Outstanding Notes that are the subject of the Company's concurrent consent solicitation, and the undersigned agrees and acknowledges that it will not receive any consent fee upon completion thereof.

With respect to the Outstanding Notes tendered hereby, the undersigned hereby irrevocably sells, assigns and transfers to or upon the order of the Company all right, title and interest in and to such Outstanding Notes, and hereby irrevocably constitutes and appoints the Exchange Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that said Exchange Agent also acts as the agent of the Company) with respect to such Outstanding Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to take such further action as may be required in connection with the delivery, tender and exchange of the Outstanding Notes.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE COMPANY RESERVES THE RIGHT NOT TO ACCEPT TENDERED OUTSTANDING NOTES FROM ANY TENDERING HOLDER IF THE COMPANY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT SUCH ACCEPTANCE COULD RESULT IN A VIOLATION OF APPLICABLE SECURITIES LAWS OR ANY APPLICABLE INTERPRETATION OF THE STAFF OF THE SECURITIES AND EXCHANGE COMMISSION.

The undersigned hereby represents and warrants that the undersigned accepts the terms and conditions of the Exchange Offer, has full power and authority to tender, exchange, assign and transfer the Outstanding Notes tendered hereby, and that when the same are accepted for exchange by the Company, the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Outstanding Notes tendered hereby.

The undersigned understands that the tender of the Outstanding Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between the undersigned and the Company as to the terms and conditions set forth in the Prospectus with respect to the Exchange Offer.

The undersigned recognizes that, as described in the Prospectus, the Company may, in its sole and absolute discretion, subject to applicable law, at any time and from time to time: (i) delay the acceptance of the Outstanding Notes for exchange; (ii) terminate the Exchange Offer if one or more specific conditions have not been satisfied, (iii) extend the Expiration Date of the Exchange Offer and (iv) waive any condition or otherwise amend the terms of the Exchange Offer in any respect.

Unless the box under the heading "Special Registration Instructions" is checked, the undersigned hereby represents and warrants that:

(i) the Exchange Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of business of the undersigned and any beneficial owner of the Outstanding Notes (a "Beneficial Owner");

(ii) neither the undersigned nor any Beneficial Owner is engaging in or intends to engage in a distribution of such Exchange Notes;

(iii) neither the undersigned nor any Beneficial Owner has an arrangement or understanding with any person to participate in the distribution of such Exchange Notes;

(iv) if the undersigned or any Beneficial Owner is a resident of the State of California, it falls under the self-executing institutional investor exemption set forth under Section 25102(i) of the Corporate Securities Law of 1968 and Rules 260.102.10 and 260.105.14 of the California Blue Sky Regulations;

(v) if the undersigned or any Beneficial Owner is a resident of the Commonwealth of Pennsylvania, it falls under the self-executing institutional investor exemption set forth under Sections 203(c), 102(d) and (k) of the Pennsylvania Securities Act of 1972, Section 102.111 of the Pennsylvania Blue Sky Regulations and an interpretive opinion dated November 16, 1985;

(vi) the undersigned and each Beneficial Owner acknowledges and agrees that any person who is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Securities Act"), in connection with a secondary resale transaction of the Exchange Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities Exchange Commission (the "Commission") set forth in certain no-action letters;

(vii) the undersigned and each Beneficial Owner understands that a secondary resale transaction described in clause (vi) above and any resales of Exchange Notes or interests therein obtained by such holder in exchange for Outstanding Notes or interests therein originally acquired by such holder directly from the Company should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K of the Commission; and

(viii) neither the holder nor any Beneficial Owner is an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Company. Upon request by the Company, the undersigned or Beneficial Owner will deliver to the Company a legal opinion confirming it is not such an affiliate.

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes, however, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer and Outstanding Notes held for its own account were not acquired as a result of market-making or other trading activities, the undersigned acknowledges that such Outstanding Notes cannot be exchanged pursuant to the Exchange Offer.

The undersigned agrees that all authority conferred or agreed to be conferred by the Letter of Transmittal and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal and personal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Unless otherwise indicated in the "Special Delivery Instructions" below, please deliver Exchange Notes in the name of the undersigned and send Exchange Notes to the undersigned at the address shown below the signature of the undersigned. The undersigned recognizes that the Company has no obligation pursuant to the "Special Delivery Instructions" to transfer any Outstanding Notes from the name of the registered holder thereof if the Company does not accept for exchange any of the principal amount of such Outstanding Notes so tendered.

SPECIAL DELIVERY INSTRUCTIONS
(See Instruction 1)

To be completed ONLY IF the Exchange Notes are to be issued or sent to someone other than the undersigned or to the undersigned at an address other than that provided above.

Mail ☐ Issue ☐ (check appropriate boxes)
certificates to:

Name: _____
(Please Print)

Address: _____

_____

_____
(Including Zip Code)

_____
(Tax Identification or Social Security Number)

DTC Account Number:

_____

SIGNATURE

To be completed by all exchanging noteholders. Must be signed by registered holder exactly as name appears on Outstanding Notes. If signature is by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 5.

X_____

X_____

Signature(s) of Registered Holder(s) or Authorized Signature

Dated:_____

Names(s):_____
(Please Type or Print) _____

Capacity:_____

Address:_____
(Including Zip Code) _____

Area Code and Telephone No:_____

SIGNATURE GUARANTEE (IF REQUIRED BY INSTRUCTION 1)

_____

(Name of Eligible Institution Guaranteeing Signatures)

_____

(Address (Including Zip Code) and Telephone Number (Including Area Code) of Firm)

_____

(Authorized Signature)

_____

(Printed Name)

_____

(Title)

Dated:

PLEASE READ THE FOLLOWING INSTRUCTIONS,
WHICH FORM A PART OF THIS LETTER OF TRANSMITTAL

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. ***Guarantee Of Signatures.*** Signatures on this Letter of Transmittal or any notice of withdrawal must be guaranteed by an eligible guarantor institution that is a member of or participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Exchange Act (an "Eligible Institution") unless the box entitled "Special Registration Instructions" or "Special Delivery Instructions" above has not been completed or the Outstanding Notes described above are tendered for the account of an Eligible Institution.

2. ***Delivery Of Letter Of Transmittal And Outstanding Notes.*** To be effectively tendered pursuant to the Exchange Offer, the Outstanding Notes, together with a properly completed Letter of Transmittal (or manually signed facsimile hereof) duly executed by the registered holder thereof, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth on the front page of this Letter of Transmittal and tendered Outstanding Notes must be received by the Exchange Agent at such address prior to 5:00 p.m., New York City time, on the Expiration Date; *provided, however,* that book-entry transfers of Outstanding Notes may be affected in accordance with the procedures set forth in the Prospectus under the caption "The Exchange Offer—Procedures For Tendering Outstanding Notes." If the beneficial owner of any Outstanding Notes is not the registered holder, then such person may validly tender such person's Outstanding Notes only by obtaining and submitting to the Exchange Agent a properly completed Letter of Transmittal from the registered holder**. Letters of Transmittal of Outstanding Notes should be delivered only by hand or by courier, or transmitted by mail, and only to the exchange agent and not to the company or to any other person.**

The method of delivery of outstanding notes and the Letter of Transmittal and all other required documents to the exchange agent is at the election and risk of the holder. Instead of delivery by mail, it is recommended that holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure delivery to the exchange agent before the expiration date. No Letter of Transmittal or Outstanding Notes should be sent to the Company. Holders may request their respective brokers, dealers, commercial banks, trust companies, or nominees to effect the above transactions for such holders.

If a holder desires to tender Outstanding Notes and such holder's Outstanding Notes are not immediately available or time will not permit such holder to complete the procedures for book-entry transfer on a timely basis or time will not permit such holder's Letter of Transmittal and other required documents to reach the Exchange Agent on or before the Expiration Date, such holder's tender may be effected if:

(a) such tender is made by or through an Eligible Institution;

(b) on or prior to the Expiration Date, the Exchange Agent has received a facsimile from such Eligible Institution of a properly completed and duly executed letter of transmittal or a facsimile of a duly executed letter of transmittal and a duly executed notice of guaranteed delivery substantially in the form hereof by telegram, telex, fax transmission, mail or hand delivery, setting forth the name and address of the holder of such Outstanding Notes, the certificate number(s) of such Outstanding Notes (except in the case of book-entry tenders) and the principal amount of Outstanding Notes tendered and stating that the tender is being made by guaranteed delivery and guaranteeing that, within three New York Stock Exchange, Inc., or NYSE, trading days after the date of execution of the notice of guaranteed delivery, a duly executed Letter of Transmittal, or facsimile thereof, together with the certificate representing the Outstanding Notes (in proper form for transfer), unless the book-entry transfer procedures are to be used, and any other documents required by this Letter of Transmittal and Instructions, will be deposited by such Eligible Institution with the Exchange Agent; and

(c) This Letter of Transmittal, or a manually signed facsimile hereof, and Outstanding Notes, in proper form for transfer (or a book-entry confirmation with respect to such Outstanding Notes, as the case may be), and all other required documents are received by the Exchange Agent within three NYSE trading days after the date of execution of the notice of guaranteed delivery.

3. Withdrawal of Tenders. Tendered Outstanding Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. For a withdrawal of a tender of outstanding notes to be effective, a holder must follow the procedures set forth in the Prospectus under the caption "Procedures for Tendering Outstanding Notes and Delivering Consents – Withdrawal Rights."

4. Signature on Letter Of Transmittal, Bond Powers And Endorsements. If this Letter of Transmittal is signed by the registered holder of the Outstanding Notes tendered hereby, the signature must correspond exactly with the name as written on the face of the Outstanding Notes without any change whatsoever.

If any Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any Outstanding Notes tendered hereby are registered in different names, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal as there are different registrations of Outstanding Notes.

When this Letter of Transmittal is signed by the registered holder(s) specified herein and tendered hereby, no endorsements of such Outstanding Notes or separate bond powers are required. If, however, Exchange Notes are to be issued, or any untendered principal amount of Outstanding Notes are to be reissued to a person other than the registered holder, then endorsements of any Outstanding Notes transmitted hereby or separate bond powers are required.

If this Letter of Transmittal is signed by a person other than a registered holder of any Outstanding Notes listed in the Letter of Transmittal, such Outstanding Notes must be endorsed or accompanied by a properly completed bond power, signed by such registered holder as such registered holder's name appears on such Outstanding Notes.

If this Letter of Transmittal or any Outstanding Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

5. *Special Issuance And Delivery Instructions.* Tendering holders should indicate in the applicable box the name and address to which Exchange Notes and/or substitute Outstanding Notes for the principal amounts not exchanged are to be issued or sent, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. If no such instructions are given, such Outstanding Notes not exchanged will be returned to the name and address of the person signing this Letter of Transmittal.

6. *Taxpayer Identification Number and Substitute Form W-9.* Federal income tax law generally requires that each tendering holder provide the Exchange Agent with its correct taxpayer identification number, which, in the case of a holder who is an individual, is his or her social security number, or otherwise establish an exemption from backup withholding. If the Exchange Agent is not provided with the correct taxpayer identification number or an adequate basis for an exemption, the holder may be subject to backup withholding in an amount equal to 28% of the reportable payments made with respect to the Exchange Notes and a $50 penalty imposed by the Internal Revenue Service. Backup withholding is not an additional tax. If withholding results in an over-payment of taxes, a refund may be obtained. Certain holders (including, among others, corporations and certain foreign individuals) are generally not subject to these backup withholding and reporting requirements. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

To prevent backup withholding, each holder tendering Outstanding Notes must provide such holder's correct taxpayer identification number by completing the Substitute Form W-9 set forth herein, certifying that the taxpayer identification number provided is correct (or that such holder is awaiting a taxpayer identification number), and that (i) such holder is exempt from backup withholding, (ii) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or

dividends or (iii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding.

If the holder tendering Outstanding Notes does not have a taxpayer identification number, such holder should consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for instructions on applying for a taxpayer identification number, write "Applied For" in the space for the taxpayer identification number in Part 1 of the Substitute Form W-9, and sign and date the Substitute Form W-9 and the Certification of Awaiting Taxpayer Identification Number set forth herein. If the holder tendering Outstanding Notes does not provide such holder's taxpayer identification number to the Exchange Agent within 60 days, backup withholding will begin and continue until such holder furnishes such holder's taxpayer identification number to the Exchange Agent. *Note:* Writing "Applied For" on the form means that the holder tendering Outstanding Notes has already applied for a taxpayer identification number or that such holder intends to apply for one in the near future.

If the Outstanding Notes are registered in more than one name or are not in the name of the actual owner, consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for information on which taxpayer identification number to report.

Exempt holders tendering Outstanding Notes (including, among others, corporations and certain foreign individuals) are generally not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder tendering Outstanding Notes must enter its correct taxpayer identification number in Part I of the Substitute Form W-9, write "Exempt" in Part 2 of such form and sign and date the form. See the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed Form W-8 BEN, "Certificate of Foreign Status," signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent.

The Exchange Agent reserves the right in its sole discretion to take whatever steps are necessary to comply with its obligation regarding backup withholding.

7. ***Transfer Taxes.*** Holders who tender their Outstanding Notes for exchange will not be obligated to pay any transfer taxes in connection with that tender or exchange, unless the "Special Delivery Instructions" in this Letter of Transmittal have been completed. If the "Special Delivery Instructions" have been completed, the amount of any transfer taxes (whether imposed on the holder(s) or such other person indicated on that box) payable on account of the transfer will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

8. ***Inadequate Space.*** If the space provided herein is inadequate, the aggregate principal amount of the Outstanding Notes being tendered and the security numbers (if available) should be listed on a separate schedule attached hereto and separately signed by all parties required to sign this Letter of Transmittal.

9. ***Mutilated, Lost, Stolen or Destroyed Outstanding Notes.*** Any holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions.

10. ***Miscellaneous.*** All questions as to the validity, form, eligibility (including time of receipt), acceptance, and withdrawal of tendered Outstanding Notes will be determined by the Company in its sole discretion, which determination will be final and binding on all parties. The Company reserves the absolute right to reject any or all Outstanding Notes not properly tendered or any Outstanding Notes the Company's acceptance of which would, in the opinion of counsel for the Company, be unlawful. The Company also reserves the right to waive any defects, irregularities, or conditions of tender as to particular Outstanding Notes either before or after the Expiration Date. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as the Company shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Outstanding Notes for exchange, neither the Company, the Exchange Agent, nor any other person is under any duty to give notification of such defects or irregularities and neither the Company, the Exchange Agent, nor any other person shall incur any

liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder thereof as soon as practicable following the Expiration Date unless the Exchange Offer is extended.

11. ***Requests for Assistance or Additional Copies.*** Requests for assistance may be directed to the Exchange Agent at the address set forth on the cover page of this Letter of Transmittal or from the tendering holder's broker, dealer, commercial bank, trust company or nominee. Additional copies of the Prospectus, this Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be obtained from the Exchange Agent.

PAYOR'S NAME: DEUTSCHE BANK TRUST COMPANY AMERICAS

SUBSTITUTE **FORM W-9** **Department Of The Treasury** **Internal Revenue Service**	**Part 1—**PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	TIN _____ (Social Security Number(s) or Employer Identification Number(s))
	Part 2—for payees exempt from backup withholding please write "exempt" here (see instructions) _____	
Payor's Request For Taxpayer Identification Number ("TIN")		

Part 3—CERTIFICATION—UNDER PENALTIES OF PERJURY, I CERTIFY THAT (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Signature: _____ Date: _____, 2003

You must cross out item (2) of Part 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

You Must Complete the Following Certificate
if you wrote "Applied For" in Part 1 of the Substitute Form W-9.

CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within sixty days, the payor is required to withhold 28% of all cash payments made to me thereafter until I provide a number.

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28 PERCENT OF ANY CASH PAYMENTS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

Information Agent

Titan has appointed Morrow & Co., Inc. as Information Agent for the exchange offer and consent solicitation. Questions and requests for assistance, requests for additional copies of this prospectus or of the letters of transmittal should be directed to the Information Agent at the following address and telephone number:

Morrow & Co., Inc.
445 Park Avenue
New York, New York 10022

Banks and Brokerage Firms: (800) 654-2468
Bondholders: (800) 607-0088

Dealer-Manager and Solicitation Agent

Titan has appointed Credit Suisse First Boston LLC as Dealer-Manager and Solicitation Agent for the consent solicitation. Questions and requests for assistance may also be directed to the Dealer-Manager and Solicitation Agent at the address and phone number listed below:

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010
(212) 325-2000

NOTICE OF GUARANTEED DELIVERY

To Tender
Unregistered 8% Senior Subordinated Notes due 2011
(Including Those in Book-Entry Form)

of
THE TITAN CORPORATION
PURSUANT TO THE EXCHANGE OFFER

As set forth in the Prospectus (as defined below), this form or one substantially equivalent hereto must be used to accept the Exchange Offer (i) if certificates for unregistered 8% Senior Subordinated Notes due 2011 (the "Outstanding Notes") of The Titan Corporation, a Delaware corporation (the "Company"), are not immediately available, (ii) time will not permit a holder's certificates for Outstanding Notes or other required documents to reach Deutsche Bank Trust Company Americas (the "Exchange Agent") on or prior to the Expiration Date (as defined below) or (iii) the procedure for book-entry transfer cannot be completed on a timely basis. This form may be delivered by facsimile transmission, registered or certified mail, by hand or by overnight delivery service to the Exchange Agent. See "The Exchange Offer—Procedures for Tendering Outstanding Notes" in the Prospectus.

THE EXCHANGE OFFER AND CONSENT SOLICITATION WILL EXPIRE AT
5:00 P.M., NEW YORK CITY TIME, ON , 2004 (THE "EXPIRATION DATE"),
UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE COMPANY.

The Exchange Agent for the Exchange Offer is:
Deutsche Bank Trust Company Americas

Deliver to:

By Hand:
Deutsche Bank Trust Company Americas
c/o The Depository Trust Clearing Corporation
55 Water Street, 1st floor
Jeanette Park Entrance
New York, NY 10041

By Registered or Certified Mail:
DB Services Tennessee, Inc.
Reorganization Unit
P.O. Box 292737
Nashville, TN 37229-2737
Fax: (615) 835-3701

By Overnight Deliver Servicer:
DB Services Tennessee, Inc.
Corporate Trust & Agency Services
Reorganization Unit
648 Grassmere Park Road
Nashville, TN 37211
Attn: Karl Shepherd
Confirm by Telephone
(615) 835-3572

Information (800) 735-7777

Originals of all documents sent by facsimile should be sent promptly by registered or certified mail, by hand or by overnight delivery service.

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

The undersigned hereby tenders to the Company, upon the terms and subject to the conditions set forth in the Prospectus dated , 2003 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal or Letter of Transmittal and Consent, as applicable, receipt of which is hereby acknowledged, the aggregate principal amount of Outstanding Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "Procedures for Tendering Outstanding Notes and Delivering Consents—Guaranteed Delivery Procedures."

Name(s) of Registered Holder(s):

Aggregate Principal Amount Tendered*: $

Certificate No.(s) (if available):

(Total Principal Amount Represented by Outstanding Notes Certificate(s) Tendered): $

If Outstanding Notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number:

Date:

---

* Must be in denominations of $1,000 and any integral multiple thereof.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN HERE

X

X

Signature(s) of Owner(s) or Authorized Signatory

Date:

Area Code and Telephone Number:

Must be signed by the holder(s) of the Outstanding Notes as their name(s) appear(s) on certificates for Outstanding Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below:

PLEASE PRINT NAME(S) AND ADDRESS(ES)

Name(s):

Capacity:

Address(es):

THE GUARANTEE ON THE NEXT PAGE MUST BE COMPLETED.

GUARANTEE

(Not to be Used for Signature Guarantee)

The undersigned, a member of or participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Signature Program or a firm or other entity identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, as an "eligible guarantor institution," including (as such terms are defined therein): (i) a bank; (ii) a broker, dealer, municipal securities broker, municipal securities dealer, government securities broker, government securities dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association that is a participant in a Securities Transfer Association recognized program (each of the foregoing being referred to as an "Eligible Institution"), hereby guarantees to deliver to the Exchange Agent, at one of its addresses set forth above, the Outstanding Notes to the Exchange Agent's account at The Depository Trust Company, pursuant to the procedures for book-entry transfer set forth in the Prospectus, within three New York Stock Exchange, Inc. trading days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Outstanding Notes tendered hereby to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

Name of Firm:

Address:

Authorized Signature:

Title:

Zip Code:

Dated:

Area Code and
Telephone No.:

Note: Do not send certificates for Outstanding Notes with this form.

Exhibit 99.4

LETTER TO REGISTERED HOLDERS AND DTC PARTICIPANTS

Regarding the Offer to Exchange
8% Senior Subordinated Notes due 2011 of The Titan Corporation
that have been registered under the Securities Act of 1933
for
any and all outstanding unregistered 8% Senior Subordinated Notes due 2011
and the
Solicitation of Consents to the Proposed Amendments related to the 8% Senior Subordinated Notes due 2011

To Registered Holders and The Depository Trust Company Participants:

We are enclosing herewith a Prospectus, dated , 2003, of The Titan Corporation, a Delaware corporation (***"Titan"***), relating to the offer by Titan (the ***"Exchange Offer"***) to exchange its new 8% Senior Subordinated Notes due 2011 (the ***"Exchange Notes"***) registered under the Securities Act of 1933, as amended (the ***"Securities Act"***), for a like principal amount of its issued and outstanding unregistered 8% Senior Subordinated Notes due 2011 (the ***"Outstanding Notes"***) upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

The Prospectus also relates to the solicitation of consents (the ***"Consents"***) by Titan (the ***"Consent Solicitation"***) to proposed amendments (the ***"Proposed Amendments"***) to (a) the Indenture, dated May 15, 2003, among Titan, certain of its domestic subsidiaries as guarantors (the ***"Guarantors"***), and Deutsche Bank Trust Company Americas as trustee (the ***"Trustee"***), pursuant to which the Outstanding Notes were issued (the ***"Indenture"***), and (b) the Registration Rights Agreement, dated as of May 15, 2003 by and among Titan, the Guarantors and the initial purchasers of the Outstanding Notes (the ***"Registration Rights Agreement"***), upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

Titan is soliciting Consents to the Proposed Amendments to satisfy Titan's obligations under a merger agreement, dated as of September 15, 2003, relating to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin Corporation. The proposed merger is conditioned on, among other things, receipt of Consents to the Proposed Amendments from holders (***"Holders"***) of at least a majority in aggregate principal amount of Outstanding Notes (the ***"Requisite Consents"***).

These Proposed Amendments seek to release the subsidiaries of Titan that are currently Guarantors under the Indenture and remove or amend most of the restrictive covenants and reporting requirements contained in the Indenture. In addition, Titan is seeking the Consents of Holders of Outstanding Notes to provide for the termination of the Registration Rights Agreement following completion of the Exchange Offer. In consideration for consenting to the Proposed Amendments, Holders of Outstanding Notes who return their Consent prior to 5:00 p.m., New York City time, on 2003 (the ***"Consent Fee Deadline"***) will receive a consent fee in an amount equal to % of the principal amount of the Outstanding Notes held by the Holder (the ***"Consent Fee"***) if the Requisite Consents are received and the proposed merger is completed. If the Consent of a Holder is not received prior to the Consent Fee Deadline, such Holder will not receive the Consent Fee. In addition, Lockheed Martin is offering to fully and unconditionally guarantee Titan's obligations under the Indenture if the Requisite Consents are obtained and the proposed merger is completed.

Enclosed herewith are copies of the following documents:

1. Prospectus;
2. Letter of Transmittal and Consent for Holders to tender Outstanding Notes and deliver Consents related thereto;
3. Letter of Transmittal for Holders to tender Outstanding Notes without Consent;
4. Notice of Guaranteed Delivery;
5. Instructions to Registered Holder or DTC Participant from Beneficial Owner;

6. Letter which may be sent to your clients for whose account you hold definitive registered notes or book-entry interests representing Outstanding Notes in your name or in the name of your nominee, to accompany the instruction form referred to above, for obtaining such client's instructions with regard to the Exchange Offer and Consent Solicitation; and

7. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

WE URGE YOU TO CONTACT YOUR CLIENTS PROMPTLY. THE CONSENT FEE DEADLINE IS 5:00 P.M., NEW YORK CITY TIME, ON , 2003, UNLESS EXTENDED. THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2004, UNLESS EXTENDED.

The Exchange Offer is not conditioned upon any minimum number of Outstanding Notes being tendered. Titan intends to complete the Exchange Offer even if the proposed merger is not completed. If the proposed merger is not completed for any reason, the Proposed Amendments will not become operative, Lockheed Martin will not become a guarantor of the Notes and consenting Holders will not receive a Consent Fee. If the proposed merger is completed and the Proposed Amendments become operative, Lockheed Martin will become a guarantor of the Notes.

To participate in the Exchange Offer and Consent Solicitation, a beneficial Holder must either (i) cause to be delivered to Deutsche Bank Trust Company Americas (the ***"Exchange Agent"***) a properly executed Letter of Transmittal or Letter of Transmittal and Consent, as applicable, together with the definitive registered notes representing Outstanding Notes in proper form for transfer, (ii) cause a DTC Participant to tender such Holder's Outstanding Notes to the Exchange Agent's account maintained at The Depository Trust Company (***"DTC"***) for the benefit of the Exchange Agent through DTC's Automated Tender Offer Program (***"ATOP"***), including transmission of a computer-generated message that acknowledges and agrees to be bound by the terms of the Letter of Transmittal, or (iii) cause a DTC Participant to deliver such Holder's Consent and tender such Holder's Outstanding Notes to the Exchange Agent's account maintained at the DTC for the benefit of the Exchange Agent through ATOP including transmission of a computer-generated message that acknowledges and agrees to be bound by the terms of the Letter of Transmittal and Consent. By complying with DTC's ATOP procedures with respect to the Exchange Offer, the DTC Participant confirms on behalf of itself and the beneficial owners of tendered Outstanding Notes all provisions of the Letter of Transmittal or Letter of Transmittal and Consent, as the case may be, applicable to it and such beneficial owners as fully as if it completed, executed and returned the Letter of Transmittal or Letter of Transmittal and Consent, as the case may be, to the Exchange Agent. You will need to contact those of your clients for whose account you hold definitive registered notes or book-entry interests representing Outstanding Notes and seek their instructions regarding the Exchange Offer and Consent Solicitation.

Pursuant to the applicable Letter of Transmittal, each Holder of Outstanding Notes will represent to Titan and the Guarantors that: (i) the Exchange Notes or book-entry interests therein to be acquired by such Holder and any beneficial owner(s) of such Outstanding Notes or interests therein (***"Beneficial Owner(s)"***) in connection with the Exchange Offer are being acquired by such Holder and any Beneficial Owner(s) in the ordinary course of business of the Holder and any Beneficial Owner(s), (ii) the Holder and each Beneficial Owner are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes, (iii) if the Holder or Beneficial Owner is a resident of the State of California, it falls under the self-executing institutional investor exemption set forth under Section 25102(i) of the Corporate Securities Law of 1968 and Rules 260.102.10 and 260.105.14 of the California Blue Sky Regulations, (iv) if the Holder or Beneficial Owner is a resident of the Commonwealth of Pennsylvania, it falls under the self-executing institutional investor exemption set forth under Sections 203(c), 102(d) and (k) of the Pennsylvania Securities Act of 1972, Section 102.111 of the Pennsylvania Blue Sky Regulations and an interpretive opinion dated November 16, 1985, (v) the Holder and each Beneficial Owner acknowledge and agree that any person who is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities Exchange Commission (the ***"Commission"***) set forth in certain no-action letters, (vi) the Holder and each Beneficial Owner understand that a secondary resale transaction described in clause (v) above and any resales of Exchange Notes or interests therein obtained by such Holder in exchange for Outstanding Notes or interests therein originally acquired by such Holder directly from Titan should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K of the Commission and (vii) neither the Holder nor any Beneficial Owner(s) is an "affiliate," as defined in Rule 405 under the Securities Act, of Titan. Upon a request by Titan, a Holder or Beneficial Owner will deliver to Titan a legal opinion confirming its representation made in clause (vii) above. If the tendering Holder of Outstanding Notes is a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***) (whether or not it is also an "affiliate") that will receive Exchange Notes for its own account pursuant to the Exchange Offer, the tendering Holder will represent on behalf of itself that the Outstanding Notes to be exchanged for

the Exchange Notes were acquired as a result of market-making activities or other trading activities, and acknowledge on its own behalf that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, such tendering Holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The enclosed "Instructions to Registered Holder or DTC Participant from Beneficial Owner" form contains an authorization by the Beneficial Owner(s) of Outstanding Notes for you to make the foregoing representations. You should forward this form to your clients and ask them to complete it and return it to you. You will then need to tender Outstanding Notes and, as applicable, deliver any Consents related thereto, on behalf of those of your clients who ask you to do so.

Titan will not pay any fee or commission to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Outstanding Notes and Consents pursuant to the Exchange Offer and Consent Solicitation. Titan will pay or cause to be paid any transfer taxes payable on the transfer of Outstanding Notes to it, except as otherwise provided in the section "The Exchange Offer—Fees and Expenses" of the enclosed Prospectus.

Additional copies of the enclosed material may be obtained from the Exchange Agent.

Very truly yours,
THE TITAN CORPORATION

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF TITAN OR THE EXCHANGE AGENT OR AUTHORIZE YOU TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON THEIR BEHALF IN CONNECTION WITH THE EXCHANGE OFFER AND CONSENT SOLICITATION OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Exhibit 99.5

INSTRUCTIONS TO REGISTERED HOLDER OR DTC PARTICIPANT
FROM BENEFICIAL OWNER

Regarding the Offer to Exchange
8% Senior Subordinated Notes due 2011 of The Titan Corporation
that have been registered under the Securities Act of 1933
for
any and all outstanding unregistered 8% Senior Subordinated Notes due 2011
and the
Solicitation of Consents to the Proposed Amendments related to the 8% Senior Subordinated Notes due 2011

The undersigned hereby acknowledges receipt of the Prospectus, dated , 2003 (the ***"Prospectus"***), of The Titan Corporation, a Delaware corporation (***"Titan"***), and the accompanying Letters of Transmittal relating to the offer by Titan (the ***"Exchange Offer"***) to exchange its new 8% Senior Subordinated Notes due 2011 (the ***"Exchange Notes"***) registered under the Securities Act of 1933, as amended (the ***"Securities Act"***), for a like principal amount of its issued and outstanding 8% Senior Subordinated Notes due 2011 (the ***"Outstanding Notes"***) upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

The Prospectus also relates to the solicitation of consents (the ***"Consents"***) by Titan (the ***"Consent Solicitation"***) to proposed amendments (the ***"Proposed Amendments"***) to (a) the Indenture, dated May 15, 2003, among Titan, certain of its domestic subsidiaries as guarantors (the ***"Guarantors"***), and Deutsche Bank Trust Company Americas as trustee (the ***"Trustee"***), pursuant to which the Outstanding Notes were issued (the ***"Indenture"***), and (b) the Registration Rights Agreement, dated as of May 15, 2003 by and among Titan, the Guarantors and the initial purchasers of the Outstanding Notes (the ***"Registration Rights Agreement"***), upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

Titan is soliciting Consents to the Proposed Amendments to satisfy Titan's obligations under a merger agreement, dated as of September 15, 2003, relating to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin Corporation. The proposed merger is conditioned on, among other things, receipt of Consents to the Proposed Amendments from holders (***"Holders"***) of at least a majority in aggregate principal amount of Outstanding Notes (the ***"Requisite Consents"***).

These Proposed Amendments seek to release the subsidiaries of Titan that are currently Guarantors under the Indenture and remove or amend most of the restrictive covenants and reporting requirements contained in the Indenture. In addition, Titan is seeking the Consents of Holders of Outstanding Notes to provide for the termination of the Registration Rights Agreement following completion of the Exchange Offer. In consideration for consenting to the Proposed Amendments, Holders of Outstanding Notes who return their Consent prior to 5:00 p.m., New York City time, on 2003 (the ***"Consent Fee Deadline"***) will receive a consent fee in an amount equal to % of the principal amount of the Outstanding Notes held by the Holder (the ***"Consent Fee"***) if the Requisite Consents are received and the proposed merger is completed. If the Consent of a Holder is not received prior to the Consent Fee Deadline, such Holder will not receive the Consent Fee. In addition, Lockheed Martin is offering to fully and unconditionally guarantee Titan's obligations under the Indenture if the Requisite Consents are obtained and the proposed merger is completed.

As discussed in the accompanying letter, this form will instruct you as to the action to be taken by you relating to the Exchange Offer and Consent Solicitation with respect to the Outstanding Notes held by you for the account of the undersigned.

The principal amount of the Outstanding Notes held by you for the account of the undersigned is (fill in amount):

$ _____ principal amount of Outstanding Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (check one box only):

☐ To TENDER AND DELIVER CONSENTS with respect to the following principal amount of Outstanding Notes held by you for the account of the undersigned pursuant to the terms of the enclosed Letter of Transmittal and Consent:

$ _____ principal amount of Outstanding Notes.

☐ To TENDER WITHOUT CONSENT the following principal amount of Outstanding Notes held by you for the account of the undersigned pursuant to the terms of the enclosed Letter of Transmittal:

$ _____ principal amount of Outstanding Notes.

If the undersigned instructs you to tender the Outstanding Notes (or tender the Outstanding Notes and deliver the Consents related thereto) held by you for the account of the undersigned, it is understood that you are authorized:

(a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letters of Transmittal, as applicable, that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations that (i) the Exchange Notes or book-entry interests therein to be acquired by the undersigned (the ***"Beneficial Owner(s)"***) in connection with the Exchange Offer are being acquired by the undersigned in the ordinary course of business of the undersigned, (ii) the undersigned is not participating, does not intend to participate, and has no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes, (iii) if the undersigned is a resident of the State of California, it falls under the self-executing institutional investor exemption set forth under Section 25102(i) of the Corporate Securities Law of 1968 and Rules 260.102.10 and 260.105.14 of the California Blue Sky Regulations, (iv) if the undersigned is a resident of the Commonwealth of Pennsylvania, it falls under the self-executing institutional investor exemption set forth under Sections 203(c), 102(d) and (k) of the Pennsylvania Securities Act of 1972, Section 102.111 of the Pennsylvania Blue Sky Regulations and an interpretive opinion dated November 16, 1985, (v) the undersigned acknowledges and agrees that any person who is participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities Exchange Commission (the ***"Commission"***) set forth in certain no-action letters, (vi) the undersigned understands that a secondary resale transaction described in clause (v) above and any resales of Exchange Notes or interests therein obtained by such Holder in exchange for Outstanding Notes or interests therein originally acquired by such Holder directly from Titan should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K of the Commission and (vii) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of Titan. Upon a request by Titan, a Holder or beneficial owner will deliver to Titan a legal opinion confirming its representation made in clause (vii) above. If the undersigned is a broker-dealer (whether or not it is also an "affiliate") that will receive Exchange Notes for its own account pursuant to the Exchange Offer, the undersigned represents that the Outstanding Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities, and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned does not and will not be deemed to admit that is an "underwriter" within the meaning of the Securities Act;

(b) to agree, on behalf of the undersigned, as set forth in the Letters of Transmittal;

(c) to take such other action as necessary under the Prospectus or the Letter of Transmittal or Letter of Transmittal and Consent, as applicable, to effect the valid tender of such Outstanding Notes; and

(d) to take such other action as necessary under the Prospectus or Letter of Transmittal and Consent to effect the valid delivery of Consents with respect to such Outstanding Notes tendered pursuant to the Exchange Offer and Consent Solicitation.

SIGN HERE

Name of Beneficial Owner(s):

Signature(s):

If signature is by an attorney, executor, administrator, trustees or guardian or other acting in a fiduciary capacity, set forth name and full title below.

Name(s):

Title:

Address:

Telephone Number:

Taxpayer Identification or Social Security Number:

Date:

Exhibit 99.6

LETTER TO CLIENTS

Regarding the Offer to Exchange
8% Senior Subordinated Notes due 2011 of The Titan Corporation
that have been registered under the Securities Act of 1933
for
any and all outstanding unregistered 8% Senior Subordinated Notes due 2011
and the
Solicitation of Consents to the Proposed Amendments related to the 8% Senior Subordinated Notes due 2011

To Our Clients:

We are enclosing herewith a Prospectus, dated , 2003, of The Titan Corporation, a Delaware corporation (***"Titan"***), relating to the offer by Titan (the ***"Exchange Offer"***) to exchange its new 8% Senior Subordinated Notes due 2011 (the ***"Exchange Notes"***) registered under the Securities Act of 1933, as amended (the ***"Securities Act"***), for a like principal amount of its issued and outstanding unregistered 8% Senior Subordinated Notes due 2011 (the ***"Outstanding Notes"***) upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

The Prospectus also relates to the solicitation of consents (the ***"Consents"***) by Titan (the ***"Consent Solicitation"***) to proposed amendments (the ***"Proposed Amendments"***) to (a) the Indenture, dated May 15, 2003, among Titan, certain of its domestic subsidiaries as guarantors (the ***"Guarantors"***), and Deutsche Bank Trust Company Americas as trustee (the ***"Trustee"***), pursuant to which the Outstanding Notes were issued (the ***"Indenture"***), and (b) the Registration Rights Agreement, dated as of May 15, 2003 by and among Titan, the Guarantors and the initial purchasers of the Outstanding Notes (the ***"Registration Rights Agreement"***), upon the terms and subject to the conditions set forth in the Prospectus and the enclosed Letters of Transmittal.

Titan is conducting the Consent Solicitation to satisfy its obligations under the merger agreement, dated as of September 15, 2003, related to the proposed merger of Titan with a wholly-owned subsidiary of Lockheed Martin Corporation (***"Lockheed Martin"***). The proposed merger is conditioned on, among other things, receipt of Consents to the Proposed Amendments from holders (***"Holders"***) of at least a majority in aggregate principal amount of Outstanding Notes (the ***"Requisite Consents"***).

These Proposed Amendments seek to release the subsidiaries of Titan that are currently Guarantors under the Indenture and remove or amend most of the restrictive covenants and reporting requirements contained in the Indenture. In addition, Titan is seeking the Consents of Holders of Outstanding Notes to provide for the termination of the Registration Rights Agreement following completion of the Exchange Offer. In consideration for consenting to the Proposed Amendments, Holders of Outstanding Notes who return their Consent prior to 5:00 p.m., New York City time, on , 2003 (the ***"Consent Fee Deadline"***) will receive a consent fee in an amount equal to % of the principal amount of the Outstanding Notes held by the Holder (the ***"Consent Fee"***) if the Requisite Consents are received and the proposed merger is completed. If your consent is not received by the Consent Fee Deadline, you will not be paid the Consent Fee. In addition, Lockheed Martin is offering to fully and unconditionally guarantee Titan's obligations under the Indenture if the Requisite Consents are obtained and the proposed merger is completed.

THE CONSENT FEE DEADLINE IS 5:00 P.M., NEW YORK CITY TIME, ON , 2003, UNLESS EXTENDED. THE EXPIRATION DATE FOR THE EXCHANGE OFFER AND CONSENT SOLICITATION IS 5:00 P.M., NEW YORK CITY TIME, ON , 2004, UNLESS EXTENDED. YOUR ABILITY TO WITHDRAW TENDERED NOTES AND CONSENTS IS LIMITED AS DESCRIBED IN THE PROSPECTUS.

The Exchange Offer is not conditioned upon any minimum number of Outstanding Notes being tendered. Titan intends to complete the Exchange Offer even if the proposed merger is not completed. If the proposed merger is not completed for any reason, the Proposed Amendments will not become operative, Lockheed Martin will not become a guarantor of the Notes

and consenting Holders will not receive a Consent Fee. If the proposed merger is completed and the Proposed Amendments become operative, Lockheed Martin will become a guarantor of the Notes.

We are the registered Holder or DTC participant through which you hold an interest in the Outstanding Notes. We can only tender your Outstanding Notes pursuant to your instructions. In addition, we can only deliver your Consent as to the Proposed Amendments pursuant to your instructions. We are furnishing the Letters of Transmittal to you for your information only; you cannot use them to tender your Outstanding Notes in the Exchange Offer or the Consent Solicitation.

Pursuant to the enclosed Letters of Transmittal, as applicable, each Holder of Outstanding Notes must make certain representations and warranties. We are asking you to make these representations and warranties in the attached Instruction form that we have provided to you for your use in giving instructions regarding what action we should take in the Exchange Offer and Consent Solicitation with respect to your Outstanding Notes.

We request instructions as to (i) whether you wish to tender any or all of your interest in the Outstanding Notes held by us for your account pursuant to the terms and subject to the conditions of the Exchange Offer, and (ii) whether you wish to deliver Consents, pursuant to the terms and subject to the conditions of the Consent Solicitation. You may instruct us to tender your interest in the Outstanding Notes in the Exchange Offer without delivering Consents in the Consent Solicitation as to such Outstanding Notes. We also request that you confirm that we may, on your behalf, make the representations contained in the applicable Letter of Transmittal.

Please return your Instruction form to us as promptly as possible in order to permit us to take your preferred action, if any, in a timely fashion in light of the Consent Fee Deadline and Expiration Date mentioned above. Please note that your ability to withdraw your tendered Outstanding Notes or your Consent to the Proposed Amendments is limited, as described in the Prospectus.

Sections 13.1-692, 13.1-692.1 and 13.1-696 to 13.1-704 of the Virginia Stock Corporation Act

13.1-692. Liability for unlawful distributions

A. Unless he complies with the applicable standards of conduct described in § 13.1-690, a director who votes for or assents to a distribution made in violation of this chapter or the articles of incorporation is personally liable to the corporation and its creditors for the amount of the distribution that exceeds what could have been distributed without violating this chapter or the articles of incorporation.

B. A director held liable for an unlawful distribution under subsection A of this section is entitled to contribution:

1. From every other director who voted for or assented to the distribution without complying with the applicable standards of conduct described in § 13.1-690; and

2. From the shareholders who received the unlawful distribution in proportion to the amounts of such unlawful distribution received by them respectively.

C. No suit shall be brought against any director for any liability imposed by this section except within two years after the right of action shall accrue.

13.1-692.1. Limitation on liability of officers and directors; exception

A. In any proceeding brought by or in the right of a corporation or brought by or on behalf of shareholders of the corporation, the damages assessed against an officer or director arising out of a single transaction, occurrence or course of conduct shall not exceed the lesser of:

1. The monetary amount, including the elimination of liability, specified in the articles of incorporation or, if approved by the shareholders, in the bylaws as a limitation on or elimination of the liability of the officer or director; or

2. The greater of (i) $100,000 or (ii) the amount of cash compensation received by the officer or director from the corporation during the twelve months immediately preceding the act or omission for which liability was imposed.

B. The liability of an officer or director shall not be limited as provided in this section if the officer or director engaged in willful misconduct or a knowing violation of the criminal law or of any federal or state securities law, including, without limitation, any claim of unlawful insider trading or manipulation of the market for any security.

C. No limitation on or elimination of liability adopted pursuant to this section may be affected by any amendment of the articles of incorporation or bylaws with respect to any act or omission occurring before such amendment.

13.1-696. Definitions

In this article:

“Corporation” includes any domestic or foreign predecessor entity of a corporation in a merger or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

“Director” means an individual who is or was a director of a corporation or an individual who, while a director of a corporation, is or was serving at the corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at the corporation’s request if his duties to the corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. “Director” includes, unless the context requires otherwise, the estate or personal representative of a director.

“Expenses” includes counsel fees.

“Liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

“Official capacity” means, (i) when used with respect to a director, the office of director in a corporation; or (ii) when used with respect to an individual other than a director, as contemplated in S 13.1-702, the office in a corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. “Official capacity” does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

“Party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

“Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

13.1-697. Authority to indemnify

A. Except as provided in subsection D of this section, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if:

1. He conducted himself in good faith; and

2. He believed:

a. In the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and

b. In all other cases, that his conduct was at least not opposed to its best interests; and

3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. A director's conduct with respect to an employee benefit plan for a purpose he believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subdivision 2 b of subsection A of this section.

C. The termination of a proceeding by judgment, order, settlement or conviction is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

D. A corporation may not indemnify a director under this section:

1. In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

2. In connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

E. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

13.1-698. Mandatory indemnification

Unless limited by its articles of incorporation, a corporation shall indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

13.1-699. Advance for expenses

A. A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

1. The director furnishes the corporation a written statement of his good faith belief that he has met the standard of conduct described in § 13.1-697;

2. The director furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

3. A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

B. The undertaking required by subdivision 2 of subsection A of this section shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

C. Determinations and authorizations of payments under this section shall be made in the manner specified in § 13.1-701.

13.1-700. Repealed by Acts 1987, c. 59; Acts 1987, c. 257

13.1-700.1. Court orders for advances, reimbursement or indemnification

A. An individual who is made a party to a proceeding because he is or was a director of a corporation may apply to a court for an order directing the corporation to make advances or reimbursement for expenses or to provide indemnification. Such application may be made to the court conducting the proceeding or to another court of competent jurisdiction.

B. The court shall order the corporation to make advances and/or reimbursement for expenses or to provide indemnification if it determines that the director is entitled to such advances, reimbursement or indemnification and shall also order the corporation to pay the director's reasonable expenses incurred to obtain the order.

C. With respect to a proceeding by or in the right of the corporation, the court may (i) order indemnification of the director to the extent of his reasonable expenses if it determines that, considering all the relevant circumstances, the director is entitled to indemnification even though he was adjudged liable to the corporation and (ii) also order the corporation to pay the director's reasonable expenses incurred to obtain the order of indemnification.

D. Neither (i) the failure of the corporation, including its board of directors, its independent legal counsel and its shareholders, to have made an independent determination prior to the commencement of any action permitted by this section that the applying director is entitled to receive advances and/or reimbursement nor (ii) the determination by the corporation, including its board of directors, its independent legal counsel and its shareholders, that the applying director is not entitled to receive advances and/or reimbursement or indemnification shall create a presumption to that effect or otherwise of itself be a defense to that director's application for advances for expenses, reimbursement or indemnification.

13.1-701. Determination and authorization of indemnification

A. A corporation may not indemnify a director under § 13.1-697 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in § 13.1-697.

B. The determination shall be made:

1. By the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding;

2. If a quorum cannot be obtained under subdivision 1 of this subsection, by majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

3. By special legal counsel:

a. Selected by the board of directors or its committee in the manner prescribed in subdivisions 1 and 2 of this subsection; or

b. If a quorum of the board of directors cannot be obtained under subdivision 1 of this subsection and a committee cannot be designated under subdivision 2 of this subsection, selected by

majority vote of the full board of directors, in which selection directors who are parties may participate; or

4. By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

C. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subdivision 3 of subsection B of this section to select counsel.

13.1-702. Indemnification of officers, employees and agents

Unless limited by a corporation's articles of incorporation,

1. An officer of the corporation is entitled to mandatory indemnification under § 13.1-698, and is entitled to apply for court-ordered indemnification under § 13.1-700.1, in each case to the same extent as a director; and

2. The corporation may indemnify and advance expenses under this article to an officer, employee, or agent of the corporation to the same extent as to a director.

13.1-703. Insurance

A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him against the same liability under § 13.1-697 or § 13.1-698.

13.1-704. Application of article

A. Unless the articles of incorporation or bylaws expressly provide otherwise, any authorization of indemnification in the articles of incorporation or bylaws shall not be deemed to prevent the corporation from providing the indemnity permitted or mandated by this article.

B. Any corporation shall have power to make any further indemnity, including indemnity with respect to a proceeding by or in the right of the corporation, and to make additional provision for advances and reimbursement of expenses, to any director, officer, employee or agent that may be authorized by the articles of incorporation or any bylaw made by the shareholders or any resolution adopted, before or after the event, by the shareholders, except an indemnity against (i) his willful misconduct, or (ii) a knowing violation of the criminal law. Unless the articles of incorporation, or any such bylaw or resolution expressly provide otherwise, any determination as to the right to any further indemnity shall be made in accordance with § 13.1-701 B. Each such indemnity may continue as to a person who has ceased to have the capacity referred to above and may inure to the benefit of the heirs, executors and administrators of such a person.

C. No right provided to any person pursuant to this section may be reduced or eliminated by any amendment of the articles of incorporation or bylaws with respect to any act or omission occurring before such amendment.

Sections 607.0202, 607.0831, 607.0834, and 607.0850 of the Florida Business Corporation Act

607.0202. Articles of incorporation; content

(1) The articles of incorporation must set forth:

(a) A corporate name for the corporation that satisfies the requirements of S. 607.0401;

(b) The street address of the initial principal office and, if different, the mailing address of the corporation;

(c) The number of shares the corporation is authorized to issue;

(d) If any preemptive rights are to be granted to shareholders, the provision therefor;

(e) The street address of the corporation's initial registered office and the name of its initial registered agent at that office together with a written acceptance as required in S. 607.0501(3); and

(f) The name and address of each incorporator.

(2) The articles of incorporation may set forth:

(a) The names and addresses of the individuals who are to serve as the initial directors;

(b) Provisions not inconsistent with law regarding:

1. The purpose or purposes for which the corporation is organized;

2. Managing the business and regulating the affairs of the corporation;

3. Defining, limiting, and regulating the powers of the corporation and its board of directors and shareholders;

4. A par value for authorized shares or classes of shares;

5. The imposition of personal liability on shareholders for the debts of the corporation to a specified extent and upon specified conditions; and

(c) Any provision that under this act is required or permitted to be set forth in the bylaws.

(3) The articles of incorporation need not set forth any of the corporate powers enumerated in this act.

607.0831. Liability of directors

(1) A director is not personally liable for monetary damages to the corporation or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, by a director, unless:

(a) The director breached or failed to perform his or her duties as a director; and

(b) The director’s breach of, or failure to perform, those duties constitutes:

1. A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against a director in any criminal proceeding for a violation of the criminal law estops that director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the director from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful;

2. A transaction from which the director derived an improper personal benefit, either directly or indirectly;

3. A circumstance under which the liability provisions of S. 607.0834 are applicable;

4. In a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or

5. In a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

(2) For the purposes of this section, the term “recklessness” means the action, or omission to act, in conscious disregard of a risk:

(a) Known, or so obvious that it should have been known, to the director; and

(b) Known to the director, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

(3) A director is deemed not to have derived an improper personal benefit from any transaction if the transaction and the nature of any personal benefit derived by the director are not prohibited by state or federal law or regulation and, without further limitation:

(a) In an action other than a derivative suit regarding a decision by the director to approve, reject, or otherwise affect the outcome of an offer to purchase the stock of, or to effect a merger of, the corporation, the transaction and the nature of any personal benefits derived by a director are disclosed or known to all directors voting on the matter, and the transaction was authorized, approved, or ratified by at least two directors who comprise a majority of the disinterested directors (whether or not such disinterested directors constitute a quorum);

(b) The transaction and the nature of any personal benefits derived by a director are disclosed or known to the shareholders entitled to vote, and the transaction was authorized, approved, or ratified by the affirmative vote or written consent of such shareholders who hold a majority of the shares, the voting of which is not controlled by directors who derived a personal benefit from or otherwise had a personal interest in the transaction; or

(c) The transaction was fair and reasonable to the corporation at the time it was authorized by the board, a committee, or the shareholders, notwithstanding that a director received a personal benefit.

(4) The circumstances set forth in subsection (3) are not exclusive and do not preclude the existence of other circumstances under which a director will be deemed not to have derived an improper benefit.

607.0834. Liability for unlawful distributions

(1) A director who votes for or assents to a distribution made in violation of S. 607.06401 or the articles of incorporation is personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating S. 607.06401 or the articles of incorporation if it is established that the director did not perform his or her duties in compliance with S. 607.0830. In any proceeding commenced under this section, a director has all of the defenses ordinarily available to a director.

(2) A director held liable under subsection (1) for an unlawful distribution is entitled to contribution:

(a) From every other director who could be liable under subsection (1) for the unlawful distribution; and

(b) From each shareholder for the amount the shareholder accepted knowing the distribution was made in violation of S. 607.06401 or the articles of incorporation.

(3) A proceeding under this section is barred unless it is commenced within 2 years after the date on which the effect of the distribution was measured under S. 607.06401(6) or (8).

607.0850. Indemnification of officers, directors, employees, and agents

(1) A corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(2) A corporation shall have power to indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(3) To the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

(4) Any indemnification under subsection (1) or subsection (2), unless pursuant to a determination by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsection (1) or subsection (2). Such determination shall be made:

(a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the board of directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;

(c) By independent legal counsel:

1. Selected by the board of directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

2. If a quorum of the directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full board of directors (in which directors who are parties may participate); or

(d) By the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such proceeding or, if no such quorum is obtainable, by a majority vote of shareholders who were not parties to such proceeding.

(5) Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (4)(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

(6) Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the corporation pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the board of directors deems appropriate.

(7) The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit;

(c) In the case of a director, a circumstance under which the liability provisions of S. 607.0834 are applicable; or

(d) Willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

(8) Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

(9) Unless the corporation's articles of incorporation provide otherwise, notwithstanding the failure of a corporation to provide indemnification, and despite any contrary determination of the board or of the shareholders in the specific case, a director, officer, employee, or agent of the corporation who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection (3), in which case the court shall also order the corporation to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the corporation of its power pursuant to subsection (7); or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection (1), subsection (2), or subsection (7).

(10) For purposes of this section, the term "corporation" includes, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director, officer, employee, or agent of a constituent corporation, or is or was serving at the request of a constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, is in the same position under this section with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

(11) For purposes of this section:

(a) The term “other enterprises” includes employee benefit plans;

(b) The term “expenses” includes counsel fees, including those for appeal;

(c) The term “liability” includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding;

(d) The term “proceeding” includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal;

(e) The term “agent” includes a volunteer;

(f) The term “serving at the request of the corporation” includes any service as a director, officer, employee, or agent of the corporation that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries; and

(g) The term “not opposed to the best interest of the corporation” describes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

(12) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of this section.

Section 18-108 of the Delaware Limited Liability Company Act

18-108. Indemnification.

Subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Sections 78.300, 78.7502, 78.751, and 78.752 of the Nevada General Corporation Law

78.300. Liability of directors for unlawful distributions

1. The directors of a corporation shall not make distributions to stockholders except as provided by this chapter.

2. Except as otherwise provided in subsection 3 and NRS 78.138, in case of any violation of the provisions of this section, the directors under whose administration the violation occurred are jointly and severally liable, at any time within 3 years after each violation, to the corporation, and, in the event of its dissolution or insolvency, to its creditors at the time of the violation, or any of them, to the lesser of the full amount of the distribution made or of any loss sustained by the corporation by reason of the distribution to stockholders.

3. The liability imposed pursuant to subsection 2 does not apply to a director who caused his dissent to be entered upon the minutes of the meeting of the directors at the time the action was taken or who was not present at the meeting and caused his dissent to be entered on learning of the action.

78.7502. Discretionary and mandatory indemnification of officers, directors, employees and agents: General provisions

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) Is not liable pursuant to NRS 78.138; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person is liable pursuant to NRS 78.138 or did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, or that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) Is not liable pursuant to NRS 78.138; or

(b) Acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

78.751. Authorization required for discretionary indemnification; advancement of expenses; limitation on indemnification and advancement of expenses

1. Any discretionary indemnification pursuant to NRS 78.7502, unless ordered by a court or advanced pursuant to subsection 2, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) By the stockholders;

(b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(c) If a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or

(d) If a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

2. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

3. The indemnification pursuant to NRS 78.7502 and advancement of expenses authorized in or ordered by a court pursuant to this section:

(a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an

action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to NRS 78.7502 or for the advancement of expenses made pursuant to subsection 2, may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

78.752. Insurance and other financial arrangements against liability of directors, officers, employees and agents

1. A corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

2. The other financial arrangements made by the corporation pursuant to subsection 1 may include the following:

(a) The creation of a trust fund.

(b) The establishment of a program of self-insurance.

(c) The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the corporation.

(d) The establishment of a letter of credit, guaranty or surety.

No financial arrangement made pursuant to this subsection may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

3. Any insurance or other financial arrangement made on behalf of a person pursuant to this section may be provided by the corporation or any other person approved by the board of directors, even if all or part of the other person’s stock or other securities is owned by the corporation.

4. In the absence of fraud:

(a) The decision of the board of directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this section and the choice of the person to provide the insurance or other financial arrangement is conclusive; and

(b) The insurance or other financial arrangement:

(1) Is not void or voidable; and

(2) Does not subject any director approving it to personal liability for his action, even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

5. A corporation or its subsidiary which provides self-insurance for itself or for another affiliated corporation pursuant to this section is not subject to the provisions of Title 57 of NRS.

Sections 102, 145, 172 and 174 of the Delaware General Corporation Law

102. Contents of certificate of incorporation.

(a) The certificate of incorporation shall set forth:

(1) The name of the corporation, which (i) shall contain 1 of the words “association,” “company,” “corporation,” “club,” “foundation,” “fund,” “incorporated,” “institute,” “society,” “union,” “syndicate,” or “limited,” (or abbreviations thereof, with or without punctuation), or words (or abbreviations thereof, with or without punctuation) of like import of foreign countries or jurisdictions (provided they are written in roman characters or letters); provided, however, that the Division of Corporations in the Department of State may waive such requirement (unless it determines that such name is, or might otherwise appear to be, that of a natural person) if such corporation executes, acknowledges and files with the Secretary of State in accordance with §103 of this title a certificate stating that its total assets, as defined in subsection (i) of §503 of this title, are not less than $10,000,000, (ii) shall be such as to distinguish it upon the records in the office of the Division of Corporations in the Department of State from the names on such records of other corporations, partnerships, limited partnerships, limited liability companies or statutory trusts organized, reserved or registered as a foreign corporation, partnership, limited partnership, limited liability company or statutory trust under the laws of this State, except with the written consent of such other foreign corporation or domestic or foreign partnership, limited partnership, limited liability company or statutory trust executed, acknowledged and filed with the Secretary of State in accordance with §103 of this title and (iii) shall not contain the word “bank,” or any variation thereof, except for the name of a bank reporting to and under the supervision of the State Bank Commissioner of this State or a subsidiary of a bank or savings association (as those terms are defined in the Federal Deposit Insurance Act, as amended, at 12 U.S.C. §1813), or a corporation regulated under the Bank Holding Company Act of 1956, as amended, 12 U.S.C. §1841 et seq., or the Home Owners’ Loan Act, as amended, 12 U.S.C. §1461 et seq.; provided, however, that this section shall not be construed to prevent the use of the word “bank,” or any variation thereof, in a context clearly not purporting to refer to a banking business or otherwise likely to mislead the public about the nature of the business of the corporation or to lead to a pattern and practice of abuse that might cause harm to the interests of the public or the State as determined by the Division of Corporations in the Department of State;

(2) The address (which shall include the street, number, city and county) of the corporation’s registered office in this State, and the name of its registered agent at such address;

(3) The nature of the business or purposes to be conducted or promoted. It shall be sufficient to state, either alone or with other businesses or purposes, that the purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, and by such statement all lawful acts and activities shall be within the purposes of the corporation, except for express limitations, if any;

(4) If the corporation is to be authorized to issue only 1 class of stock, the total number of shares of stock which the corporation shall have authority to issue and the par value of each of such shares, or a statement that all such shares are to be without par value. If the corporation is to be authorized to issue more than 1 class of stock, the certificate of incorporation shall set forth the total number of shares of all classes of stock which the corporation shall have authority to issue and the number of shares of each class and shall specify each class the shares of which are to be without par value and each class the shares of which are to have par value and the par value of the shares of each such class. The certificate of incorporation shall

also set forth a statement of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, which are permitted by §151 of this title in respect of any class or classes of stock or any series of any class of stock of the corporation and the fixing of which by the certificate of incorporation is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by resolution or resolutions any thereof that may be desired but which shall not be fixed by the certificate of incorporation. The foregoing provisions of this paragraph shall not apply to corporations which are not to have authority to issue capital stock. In the case of such corporations, the fact that they are not to have authority to issue capital stock shall be stated in the certificate of incorporation. The conditions of membership of such corporations shall likewise be stated in the certificate of incorporation or the certificate may provide that the conditions of membership shall be stated in the bylaws;

(5) The name and mailing address of the incorporator or incorporators;

(6) If the powers of the incorporator or incorporators are to terminate upon the filing of the certificate of incorporation, the names and mailing addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are elected and qualify.

(b) In addition to the matters required to be set forth in the certificate of incorporation by subsection (a) of this section, the certificate of incorporation may also contain any or all of the following matters:

(1) Any provision for the management of the business and for the conduct of the affairs of the corporation, and any provision creating, defining, limiting and regulating the powers of the corporation, the directors, and the stockholders, or any class of the stockholders, or the members of a nonstock corporation; if such provisions are not contrary to the laws of this State. Any provision which is required or permitted by any section of this chapter to be stated in the bylaws may instead be stated in the certificate of incorporation;

(2) The following provisions, in haec verba, viz:

"Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation";

(3) Such provisions as may be desired granting to the holders of the stock of the corporation, or the holders of any class or series of a class thereof, the preemptive right to subscribe to any or all additional issues of stock of the corporation of any or all classes or series thereof, or to any securities of the corporation convertible into such stock. No stockholder shall have any preemptive right to subscribe to an additional issue of stock or to any security convertible into such stock unless, and except to the extent

that, such right is expressly granted to such stockholder in the certificate of incorporation. All such rights in existence on July 3, 1967, shall remain in existence unaffected by this paragraph unless and until changed or terminated by appropriate action which expressly provides for the change or termination;

(4) Provisions requiring for any corporate action, the vote of a larger portion of the stock or of any class or series thereof, or of any other securities having voting power, or a larger number of the directors, than is required by this chapter;

(5) A provision limiting the duration of the corporation's existence to a specified date; otherwise, the corporation shall have perpetual existence;

(6) A provision imposing personal liability for the debts of the corporation on its stockholders or members to a specified extent and upon specified conditions; otherwise, the stockholders or members of a corporation shall not be personally liable for the payment of the corporation's debts except as they may be liable by reason of their own conduct or acts;

(7) A provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director: (i) For any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under §174 of this title; or (iv) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective. All references in this paragraph to a director shall also be deemed to refer (x) to a member of the governing body of a corporation which is not authorized to issue capital stock, and (y) to such other person or persons, if any, who, pursuant to a provision of the certificate of incorporation in accordance with §141(a) of this title, exercise or perform any of the powers or duties otherwise conferred or imposed upon the board of directors by this title.

(c) It shall not be necessary to set forth in the certificate of incorporation any of the powers conferred on corporations by this chapter.

145. Indemnification of officers, directors, employees and agents; insurance.

(a) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be

made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to “the corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation’s obligation to advance expenses (including attorneys’ fees).

172. Liability of directors and committee members as to dividends or stock redemption.

A member of the board of directors, or a member of any committee designated by the board of directors, shall be fully protected in relying in good faith upon the records of the corporation and upon such information, opinions, reports or statements presented to the corporation by any of its officers or employees, or committees of the board of directors, or by any other person as to matters the director reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the corporation, as to the value and amount of the assets, liabilities and/or net profits of the corporation or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid, or with which the corporation’s stock might properly be purchased or redeemed.

174. Liability of directors for unlawful payment of dividend or unlawful stock purchase or redemption; exoneration from liability; contribution among directors; subrogation.

(a) In case of any wilful or negligent violation of §160 or 173 of this title, the directors under whose administration the same may happen shall be jointly and severally liable, at any time within 6 years after paying such unlawful dividend or after such unlawful stock purchase or redemption, to the corporation, and to its creditors in the event of its dissolution or insolvency, to the full amount of the dividend unlawfully paid, or to the full amount unlawfully paid for the purchase or redemption of the corporation’s stock, with interest from the time such liability accrued. Any director who may have been absent when the same was done, or who may have dissented from the act or resolution by which the same was done, may be exonerated from such liability by causing his or her dissent to be entered on the books containing the minutes of the proceedings of the directors at the time the same was done, or immediately after such director has notice of the same.

(b) Any director against whom a claim is successfully asserted under this section shall be entitled to contribution from the other directors who voted for or concurred in the unlawful dividend, stock purchase or stock redemption.

(c) Any director against whom a claim is successfully asserted under this section shall be entitled, to the extent of the amount paid by such director as a result of such claim, to be subrogated to the rights of the corporation against stockholders who received the dividend on, or assets for the sale or redemption of, their stock with knowledge of facts indicating that such dividend, stock purchase or redemption was unlawful under this chapter, in proportion to the amounts received by such stockholders respectively.

Sections 204, 204.5, 309, 316 and 317 of the California Corporations Code

204. Articles of incorporation; optional provisions

The articles of incorporation may set forth:

(a) Any or all of the following provisions, which shall not be effective unless expressly provided in the articles:

(1) Granting, with or without limitations, the power to levy assessments upon the shares or any class of shares.

(2) Granting to shareholders preemptive rights to subscribe to any or all issues of shares or securities.

(3) Special qualifications of persons who may be shareholders.

(4) A provision limiting the duration of the corporation's existence to a specified date.

(5) A provision requiring, for any or all corporate actions (except as provided in Section 303, subdivision (b) of Section 402.5, subdivision (c) of Section 708 and Section 1900) the vote of a larger proportion or of all of the shares of any class or series, or the vote or quorum for taking action of a larger proportion or of all of the directors, than is otherwise required by this division.

(6) A provision limiting or restricting the business in which the corporation may engage or the powers which the corporation may exercise or both.

(7) A provision conferring upon the holders of any evidences of indebtedness, issued or to be issued by the corporation, the right to vote in the election of directors and on any other matters on which shareholders may vote.

(8) A provision conferring upon shareholders the right to determine the consideration for which shares shall be issued.

(9) A provision requiring the approval of the shareholders (Section 153) or the approval of the outstanding shares (Section 152) for any corporate action, even though not otherwise required by this division.

(10) Provisions eliminating or limiting the personal liability of a director for monetary damages in an action brought by or in the right of the corporation for breach of a director's duties to the corporation and its shareholders, as set forth in Section 309, provided, however, that (A) such a provision may not eliminate or limit the liability of directors (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) for acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) for any transaction from which a director derived an improper personal benefit, (iv) for acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders, (v) for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the directors duty to the corporation or its shareholders, (vi) under Section 310, or (vii) under Section 316, (B) no such

provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when the provision becomes effective, and (C) no such provision shall eliminate or limit the liability of an officer for any act or omission as an officer, notwithstanding that the officer is also a director or that his or her actions, if negligent or improper, have been ratified by the directors.

(11) A provision authorizing, whether by bylaw, agreement, or otherwise, the indemnification of agents (as defined in Section 317) in excess of that expressly permitted by Section 317 for those agents of the corporation for breach of duty to the corporation and its stockholders, provided, however, that the provision may not provide for indemnification of any agent for any acts or omissions or transactions from which a director may not be relieved of liability as set forth in the exception to paragraph (10) or as to circumstances in which indemnity is expressly prohibited by Section 317.

Notwithstanding this subdivision, in the case of a close corporation any of the provisions referred to above may be validly included in a shareholders' agreement. Notwithstanding this subdivision, bylaws may require for all or any actions by the board the affirmative vote of a majority of the authorized number of directors. Nothing contained in this subdivision shall affect the enforceability, as between the parties thereto, of any lawful agreement not otherwise contrary to public policy.

(b) Reasonable restrictions upon the right to transfer or hypothecate shares of any class or classes or series, but no restriction shall be binding with respect to shares issued prior to the adoption of the restriction unless the holders of such shares voted in favor of the restriction.

(c) The names and addresses of the persons appointed to act as initial directors.

(d) Any other provision, not in conflict with law, for the management of the business and for the conduct of the affairs of the corporation, including any provision which is required or permitted by this division to be stated in the bylaws.

204.5. Director liability; limiting provision in articles; wording; disclosure to shareholders regarding provision

(a) If the articles of a corporation include a provision reading substantially as follows: "The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law"; the corporation shall be considered to have adopted a provision as authorized by paragraph (10) of subdivision (a) of Section 204 and more specific wording shall not be required.

(b) This section shall not be construed as setting forth the exclusive method of adopting an article provision as authorized by paragraph (10) of subdivision (a) of Section 204.

(c) This section shall not change the otherwise applicable standards or duties to make full and fair disclosure to shareholders when approval of such a provision is sought.

309. Performance of duties by director; liability

(a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and its shareholders and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) one or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented.

(2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence.

(3) A committee of the board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence,

so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

(c) A person who performs the duties of a director in accordance with subdivisions (a) and (b) shall have no liability based upon any alleged failure to discharge the person's obligations as a director. In addition, the liability of a director for monetary damages may be eliminated or limited in a corporation's articles to the extent provided in paragraph (10) of subdivision (a) of Section 204.

316. Corporate actions subjecting directors to joint and several liability; actions; damages

(a) Subject to the provisions of Section 309, directors of a corporation who approve any of the following corporate actions shall be jointly and severally liable to the corporation for the benefit of all of the creditors or shareholders entitled to institute an action under subdivision (c):

(1) The making of any distribution to its shareholders to the extent that it is contrary to the provisions of Sections 500 to 503, inclusive.

(2) The distribution of assets to shareholders after institution of dissolution proceedings of the corporation, without paying or adequately providing for all known liabilities of the corporation, excluding any claims not filed by creditors within the time limit set by the court in a notice given to creditors under Chapters 18 (commencing with Section 1800), 19 (commencing with Section 1900) and 20 (commencing with Section 2000).

(3) The making of any loan or guaranty contrary to Section 315.

(b) A director who is present at a meeting of the board, or any committee thereof, at which action specified in subdivision (a) is taken and who abstains from voting shall be considered to have approved the action.

(c) Suit may be brought in the name of the corporation to enforce the liability (1) under paragraph (1) of subdivision (a) against any or all directors liable by the persons entitled to sue under subdivision (b) of Section 506, (2) under paragraph (2) or (3) of subdivision (a) against any or all directors liable by any one or more creditors of the corporation whose debts or claims arose prior to the time of any of the corporate actions specified in paragraph (2) or (3) of subdivision (a) and who have not consented to the corporate action, whether or not they have reduced their claims to judgment, or (3) under paragraph (3) of subdivision (a) against any or all directors liable by any one or more holders of shares outstanding at the time of any corporate action specified in paragraph (3) of subdivision (a) who have not consented to the corporate action, without regard to the provisions of Section 800.

(d) The damages recoverable from a director under this section shall be the amount of the illegal distribution (or if the illegal distribution consists of property, the fair market value of that property at the time of the illegal distribution) plus interest thereon from the date of the distribution at the legal rate on judgments until paid, together with all reasonably incurred costs of appraisal or other valuation, if any, of that property or loss suffered by the corporation as a result of the illegal loan or guaranty, as the case may be, but not exceeding the liabilities of the corporation owed to nonconsenting creditors at the time of the violation and the injury suffered by nonconsenting shareholders, as the case may be.

(e) Any director sued under this section may implead all other directors liable and may compel contribution, either in that action or in an independent action against directors not joined in that action.

(f) Directors liable under this section shall also be entitled to be subrogated to the rights of the corporation:

(1) With respect to paragraph (1) of subdivision (a), against shareholders who received the distribution.

(2) With respect to paragraph (2) of subdivision (a), against shareholders who received the distribution of assets.

(3) With respect to paragraph (3) of subdivision (a), against the person who received the loan or guaranty. Any director sued under this section may file a cross-complaint against the person or persons who are liable to the director as a result of the subrogation provided for in this subdivision or may proceed against them in an independent action.

317. Indemnification of agent of corporation in proceedings or actions

(a) For the purposes of this section, “agent” means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation; “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes without limitation attorneys· fees and any expenses of establishing a right to indemnification under subdivision (d) or paragraph (4) of subdivision (e).

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

(c) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the

corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and its shareholders.

No indemnification shall be made under this subdivision for any of the following:

(1) In respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation in the performance of that person's duty to the corporation and its shareholders, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine.

(2) Of amounts paid in settling or otherwise disposing of a pending action without court approval.

(3) Of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

(d) To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this section shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by any of the following:

(1) A majority vote of a quorum consisting of directors who are not parties to such proceeding.

(2) If such a quorum of directors is not obtainable, by independent legal counsel in a written opinion.

(3) Approval of the shareholders (Section 153), with the shares owned by the person to be indemnified not being entitled to vote thereon.

(4) The court in which the proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney or other person is opposed by the corporation.

(f) Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this section. The provisions of subdivision (a) of Section 315 do not apply to advances made pursuant to this subdivision.

(g) The indemnification authorized by this section shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation to the extent the additional rights to indemnification are authorized in an article provision adopted pursuant to paragraph (11) of subdivision

(a) of Section 204. The indemnification provided by this section for acts, omissions, or transactions while acting in the capacity of, or while serving as, a director or officer of the corporation but not involving breach of duty to the corporation and its shareholders shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, to the extent the additional rights to indemnification are authorized in the articles of the corporation. An article provision authorizing indemnification "in excess of that otherwise permitted by Section 317" or "to the fullest extent permissible under California law" or the substantial equivalent thereof shall be construed to be both a provision for additional indemnification for breach of duty to the corporation and its shareholders as referred to in, and with the limitations required by, paragraph (11) of subdivision (a) of Section 204 and a provision for additional indemnification as referred to in the second sentence of this subdivision. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this section shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this section, except as provided in subdivision (d) or paragraph (4) of subdivision (e), in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification.

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) A corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under this section. The fact that a corporation owns all or a portion of the shares of the company issuing a policy of insurance shall not render this subdivision inapplicable if either of the following conditions are satisfied: (1) if the articles authorize indemnification in excess of that authorized in this section and the insurance provided by this subdivision is limited as indemnification is required to be limited by paragraph (11) of subdivision (a) of Section 204; or (2)(A) the company issuing the insurance policy is organized, licensed, and operated in a manner that complies with the insurance laws and regulations applicable to its jurisdiction of organization, (B) the company issuing the policy provides procedures for processing claims that do not permit that company to be subject to the direct control of the corporation that purchased that policy, and (C) the policy issued provides for some manner of risk sharing between the issuer and purchaser of the policy, on one hand, and some unaffiliated person or persons, on the other, such as by providing for more than one unaffiliated owner of the company issuing the policy or by providing that a portion of the coverage furnished will be obtained from some unaffiliated insurer or reinsurer.

(j) This section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though the person may also be an agent as defined in subdivision (a) of the employer corporation. A corporation shall have power to indemnify such a trustee, investment manager, or other fiduciary to the extent permitted by subdivision (f) of Section 207.

Sections 17101, 17155, 17158, and 17255 of the California Limited Liability Act

17101. Liability of members

(a) Except as otherwise provided in Section 17254 or in subdivision (e), no member of a limited liability company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the limited liability company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a member of the limited liability company.

(b) A member of a limited liability company shall be subject to liability under the common law governing alter ego liability, and shall also be personally liable under a judgment of a court or for any debt, obligation, or liability of the limited liability company, whether that liability or obligation arises in contract, tort, or otherwise, under the same or similar circumstances and to the same extent as a shareholder of a corporation may be personally liable for any debt, obligation, or liability of the corporation; except that the failure to hold meetings of members or managers or the failure to observe formalities pertaining to the calling or conduct of meetings shall not be considered a factor tending to establish that a member or the members have alter ego or personal liability for any debt, obligation, or liability of the limited liability company where the articles of organization or operating agreement do not expressly require the holding of meetings of members or managers.

(c) Nothing in this section shall be construed to affect the liability of a member of a limited liability company (1) to third parties for the member's participation in tortious conduct, or (2) pursuant to the terms of a written guarantee or other contractual obligation entered into by the member, other than an operating agreement.

(d) A limited liability company or foreign limited liability company shall carry insurance or provide an undertaking to the same extent and in the same amount as is required by any law, rule, or regulation of this state that would be applicable to the limited liability company or foreign limited liability company were it a corporation organized and existing or duly qualified for the transaction of intrastate business under the General Corporation Law.

(e) Notwithstanding subdivision (a), a member of a limited liability company may agree to be obligated personally for any or all of the debts, obligations, and liabilities of the limited liability company as long as the agreement to be so obligated is set forth in the articles of organization or in a written operating agreement that specifically references this subdivision.

17155. Indemnification of managers, members, officers, employees, or agents; insurance

(a) Except for a breach of the duty set forth in Section 17153, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee, or agent of the limited liability company, against judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of acting in that capacity.

(b) A limited liability company shall have power to purchase and maintain insurance on behalf of any manager, member, officer, employee, or agent of the limited liability company against any liability asserted against or incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee, or agent of the limited liability company.

17158. Liability of managers and officers; immunity

(a) No person who is a manager or officer or both a manager and officer of a limited liability company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the limited liability company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a manager or officer or both a manager and officer of the limited liability company.

(b) Notwithstanding subdivision (a), a manager of a limited liability company may agree to be obligated personally for any or all of the debts, obligations, and liabilities of the limited liability company as follows:

(1) If the agreement to be so liable is set forth in the articles of organization or in a written operating agreement that specifically references this subdivision.

(2) Pursuant to the terms of a written guarantee or other contractual obligation entered into by the manager, other than an operating agreement.

17255. Vote for distribution in violation of operating agreement or Section 17254 or 17353; liability; amount; entitlement to compel contribution; limitation of actions

(a) A member or manager who votes for a distribution in violation of the operating agreement or Section 17254 or 17353 is personally liable to the limited liability company for the amount of the distribution that exceeds what could have been distributed without violating Section 17254 or 17353 or the operating agreement if it is established that the member or manager did not act in compliance with Section 17254 or 17353.

(b) Each member or manager held liable under subdivision (a) for an unlawful distribution is entitled to compel contribution:

(1) From each other member or manager who could be held liable under subdivision (a) for the unlawful distribution.

(2) From each member for the amount the member received with knowledge of facts indicating that the distribution was made in violation of Section 17254 or 17353 or the operating agreement.

(c) A proceeding under this section is barred unless it is commenced within four years after the date on which the effect of the distribution is measured under Section 17254 or 17353.