

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

JAPAN F-35 FINAL ASSEMBLY AND CHECK OUT (FACO) RFP YPEP24-050

Generated using the Lockheed Martin CorpDocs 2013 Version

3 December 2013

Revision 3

The Terms and Conditions listed below are incorporated by reference and made a part of this contract. The following terms and conditions are applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract.

In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

1. Add the

AMENDMENT REQUIRED BY LOCKHEED MARTIN'S CONTRACT WITH ITS CUSTOMER:

parties may, at their sole discretion, have the Entering Parties remove any specified employee(s) of the Entering Parties from the other parties' premises and direct that such employee(s) not be reassigned to any of the other parties' premises in performance of this Contract. The Entering Parties shall be responsible for all costs incurred which are not specifically reimbursable while on the site of the other parties.

2. Summary of Changes:

Revision 1: Removed INCOTERM Delivery Duty Paid (DDP) terms. LOCKHEED MARTIN will accept SELLER's goods EX-Works at SELLER's facilities. LOCKHEED MARTIN will consolidate items from multiple suppliers and then ship to Japan through LOCKHEED MARTIN's freight forwarder.

Revision 2: Added Insurance Clause. Added Access to Facilities Clause.

Revision 3: Consolidates all previous Revisions into one complete document.