

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
AFP 6 FACILITIES LEASE FA8623-21-L-0001

Generated using Lockheed Martin CorpDocs Version 2021

ORIGINAL: 04/15/2021

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

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

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

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:(i) FAR 52.222-41 Service Contract Labor Standards (and associated clauses)

FAR 52.243-6 Change Order Accounting
FAR 52.225-5 Trade Agreements and DFARS 252.225-7021 Trade Agreements.
DFARS 252.223-7008 Prohibition of Hexavalent Chromium

PART II. RESERVED

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

DFARS 252.204-7004 (FEB 2019) Antiterrorism Awareness Training for Contractors Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.

DFARS 252.211-7007 (AUG 2012) Reporting of Government Property Applies if Seller will be in possession of Government property for the performance of this contract.

DFARS 252.219-7004 (MAY 2019) Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (Test Program) Applicable to participants in the DoD Test Program for the

Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.223-7006 (APR 1993) Prohibition on Storage and Disposal of Toxic and Hazardous Materials - Basic Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.243-7002 (DEC 2012) Requests for Equitable Adjustment Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.245-7001 (APR 2012) Tagging, Labeling, and Marking of Government-Furnished Property Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.

DFARS 252.245-7004 (MAY 2013) Reporting, Reutilization, and Disposal Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.

FAR 52.203-15 (JUN 2010) Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 Applicable to all subcontracts funded in whole or in part with Recovery Act funds.

FAR 52.204-2 ALT II (APR 1984) Security Requirements - Alternate II Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract.

FAR 52.219-9 ALT III (JUN 2020) Small Business Subcontracting Plan - Alternate III Applies if this contract exceeds the threshold at FAR 19.702(a) . Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.222-16 (MAY 2014) Approval of Wage Rates Applies if the contractor is performing construction work. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.222-53 (DEC 2015) Exemption from Application of the Service Contract Labor Requirements to Contracts for Certain Services--Requirements Applicable to all subcontracts for exempt services.

FAR 52.222-6 (AUG 2018) Construction Wage Rate Requirements Applicable to subcontracts for construction, alterations and repairs within the United States.

FAR 52.225-11 (MAR 2009) Buy American—Construction Materials Under Trade Agreements (Deviation 2020-O0019)

FAR 52.225-9 (FEB 2009) Buy American Act -- Construction Materials Applicable if the Work contains other than domestic components as defined by this clause.

FAR 52.232-17 (MAY 2014) Interest Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.232-39 (JUN 2013) Unenforceability of Unauthorized Obligations *

FAR 52.236-15 (APR 1984) Schedules for Construction Contracts Applicable to all subcontracts for construction. "Government" and "Contracting Officer" mean "Lockheed Martin."

FAR 52.236-19 (APR 1984) Organization and Direction of the Work Applicable to all subcontracts for construction. "Contracting Officer" means "Lockheed Martin."

FAR 52.236-5 (APR 1984) Materials and Workmanship Applicable to all subcontracts for construction. "Contracting Officer" means "Lockheed Martin."

FAR 52.236-7 (NOV 1991) Permits and Responsibilities Applicable to subcontracts where subcontractors will be required to obtain permits for construction work. "Government" means Lockheed Martin.

FAR 52.243-2 ALT III (APR 1984) Changes - Cost Reimbursement - Alternate III "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.

FAR 52.243-4 (JUN 2007) Changes Applicable to subcontracts for demolition or construction work. Not applicable to Commercial Items as defined in FAR 2.101. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (5) "Delivery schedule."

FAR 52.245-1 ALT I (JUN 2007) Government Property - Alternate I "Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."

FAR 52.245-9 (APR 2012) Use and Charges Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.249-6 ALT I (SEP 1996) Termination (Cost Reimbursement) - Alternate I "Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.