

Sikorsky Aircraft Corporation
6900 Main Street Stratford, CT 06615-9129 Mailstop S201A
Telephone +1 203•386•7533



Licensing Assistance Team
U.S. Nuclear Regulatory Commission Region 1
2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713

November 10, 2015

B1.2
03003779
03017749

REC'D 11/12/15 10:13

Re: Sale of Sikorsky Aircraft Corporation (License No. 06-02269-03, 06-02269-04G)

Dear Sir or Madam:

As requested in the 'Consent to indirect transfer control' document, this letter is to notify the NRC that Lockheed Martin Corporation has completed the acquisition of Sikorsky Aircraft Corporation from United Technologies Corporation. A signed copy of the sale agreement confirming completion of the transaction is enclosed.

If you have any comments or questions, please call me at (203) 386-7533.

Sincerely,

Julius Vaughn, CIH
Radiation Safety Officer

Enclosure

589397
589398

NMSS/RGN1 MATERIALS-002

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 6, 2015

LOCKHEED MARTIN CORPORATION
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

1-11437
(Commission
File Number)

52-1893632
(IRS Employer
Identification No.)

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

20817
(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Item 2.01 Completion of Acquisition or Disposition of Assets.

On November 6, 2015, pursuant to the Stock Purchase Agreement (the “Stock Purchase Agreement”), dated as of July 19, 2015 by and between Lockheed Martin Corporation (“Lockheed Martin” or the “Corporation”), United Technologies Corporation (“UTC”) and certain wholly-owned subsidiaries of UTC (collectively, “Sellers”), Lockheed Martin completed the acquisition from Sellers for \$9,083,000,000 in cash (the “Purchase Price”) of all of the issued and outstanding equity of Sikorsky Aircraft Corporation and certain affiliated entities (collectively, “Sikorsky”) (the “Transaction”). The Purchase Price includes an adjustment of \$83 million based on an estimate of working capital and net indebtedness as of the closing date compared to target amounts and could be further adjusted based on a post-closing reconciliation of such estimate to actual amounts. Of the Purchase Price, \$5 million was deferred for future payment following the approval by the Foreign Investment Promotion Board of India of the transfer by United Technologies International Corporation – Asia Private Limited of its shares in TATA Sikorsky Aerospace Limited to Lockheed Martin. As a result of the Transaction, Sikorsky has become a wholly-owned subsidiary of Lockheed Martin aligned under the Corporation’s Mission Systems and Training (MST) business area.

The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Stock Purchase Agreement that was filed as Exhibit 2.1 to the Corporation’s Current Report on Form 8-K filed with the Securities and Exchange Commission (“SEC”) on July 20, 2015 and incorporated herein by reference, as amended by that certain Amendment No. 1 to Stock Purchase Agreement (“Amendment No. 1”) dated as of November 5, 2015 by and among Sellers and the Corporation, a copy of which is attached hereto as Exhibit 2.1 and incorporated herein by reference. References to the Stock Purchase Agreement herein shall be deemed to be to the Stock Purchase Agreement as amended by Amendment No. 1. A copy of Lockheed Martin’s press release announcing completion of the Transaction is included as Exhibit 99.1 to this report and incorporated herein by reference.

The representations and warranties and covenants set forth in the Stock Purchase Agreement have been made only for the purposes of the Stock Purchase Agreement and solely for the benefit of the parties to the Stock Purchase Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purpose of allocating contractual risk between the parties to the Stock Purchase Agreement instead of establishing these matters as facts, as well as by information contained in each party’s Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. In addition, such representations and warranties were made only as of the dates specified in the Stock Purchase Agreement. Accordingly, the Stock Purchase Agreement is incorporated by reference in this filing only to provide investors with information regarding the terms of the Stock Purchase Agreement and not to provide investors with any other factual information regarding the parties or their respective businesses.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On November 6, 2015, Lockheed Martin borrowed \$6 billion to partially fund the Purchase Price for the Transaction under the 364-Day Credit Agreement (the "364-Day Credit Agreement"), among the Corporation, as Borrower, the lenders listed therein, Citibank, N.A., as Syndication Agent, Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley MUFG Loan Partners, LLC, Credit Agricole Corporate & Investment Bank, Mizuho Bank, Ltd. and Wells Fargo Bank, N.A., as Documentation Agents, and Bank of America, N.A., as Administrative Agent. The remainder of the Purchase Price was funded with commercial paper under the Corporation's commercial paper program and cash on hand.

Borrowings under the 364-Day Credit Agreement will mature and become due and payable on October 7, 2016 unless earlier repaid by the Corporation or accelerated and declared due and payable earlier by the Administrative Agent upon certain events of default. However, the Corporation has the option to cause any loans outstanding on the maturity date to be continued as one-year term loans on the same terms and conditions.

Borrowings under the 364-Day Credit Agreement will bear interest at a periodic fixed rate based on LIBOR with a term equivalent to the interest period for such borrowing, plus the "Eurodollar Margin". The "Eurodollar Margin" ranges from 0.815% to 1.125% per annum based upon the Corporation's senior unsecured long-term debt securities credit ratings.

The obligations of the Corporation to pay amounts outstanding under the 364-Day Credit Agreement may be accelerated upon the occurrence of an "Event of Default" as defined in the 364-Day Credit Agreement. Such Events of Default include (1) the Corporation's failure to pay when due the principal of, or within 5 days when due, the interest on, borrowings under the credit facility, (2) the Corporation's failure to comply with certain covenants contained in the 364-Day Credit Agreement (after expiration of any applicable grace periods), (3) any representation or warranty of the Corporation in the 364-Day Credit Agreement proving to be incorrect in any material respect when made, (4) the Corporation's default on or acceleration of any Material Debt (as defined in the 364-Day Credit Agreement), (5) the bankruptcy or insolvency of the Corporation, or (6) a change in control of the Corporation.

The foregoing description of the 364-Day Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the 364-Day Credit Agreement, which is filed as Exhibit 10.1 to the Corporation's Current Report on Form 8-K filed with the SEC on October 13, 2015 and incorporated herein by reference.

Item 8.01. Other Events.*Sikorsky Government Contract Claim*

In its quarterly report on Form 10-Q for the quarter ended June 30, 2015, UTC disclosed the following legal proceeding:

"As previously disclosed, in October 2014, the United States Government filed a complaint in the United States District Court for the Eastern District of Wisconsin alleging that Sikorsky and two of its wholly-owned subsidiaries, Derco Aerospace (Derco) and Sikorsky Support Services, Inc. (SSSI), violated the False Claims Act in connection with a contract that the U.S. Navy awarded to SSSI in June 2006 to support the Navy's T-34 and T-44 fixed-wing turboprop training aircraft. SSSI subcontracted with Derco primarily to procure and manage the spare parts for the training aircraft. The Government alleges that SSSI overbilled the Navy on the contract because Derco added profit and overhead costs to the price of the spare parts that Derco procured and then sold to SSSI. The Government also claims that SSSI submitted false Certificates of Final Indirect Costs in the years 2006 through 2012. We believe that Derco was lawfully permitted to add profit and overhead to the cost of the parts, and maintain that SSSI did not submit any false certificates. We also believe that we have other substantial legal and factual defenses to the government's claims.

The government's complaint asserts numerous claims for violations of the False Claims Act, for breach of contract and for unjust enrichment. Pursuant to a court filing made by the Government in late April 2015, the Government disclosed that it seeks damages of approximately \$45 million, subject to trebling, plus statutory penalties of approximately \$13 million, all totaling approximately \$148 million. Although we continue to evaluate liability and exposure, we do not currently believe that it is probable that we will incur a material loss. If, contrary to our expectations, the Government prevails in this matter and proves damages in a material amount, the outcome could have a material adverse effect on our results of operations in the period in which a liability would be recognized and on our cash flows for the period in which any damages would be paid.

By letter dated July 13, 2015, the United States Department of Justice notified Sikorsky that it has opened a criminal investigation with respect to this matter, and requested that Sikorsky and its two subsidiaries voluntarily produce documents. Sikorsky and its subsidiaries intend to cooperate fully in the investigation. We cannot predict the outcome or consequences of this investigation at this time."

As a result of the Transaction, we have assumed the defense of and any potential liability for the civil False Claims Act lawsuit described above. As required by Generally Accepted Accounting Principles, we will be evaluating the reasonably possible loss or range of loss for this matter, which may result in an accrual in excess of any amounts previously accrued by UTC. We cannot predict the outcome or consequences of the civil False Claims Act lawsuit or the criminal investigation. Sikorsky will continue to cooperate in that investigation.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial statements for Sikorsky required by Item 9.01(a) will be filed by amendment as soon as practicable, but no later than 71 calendar days after the date on which this initial Current Report on Form 8-K was required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information for Sikorsky required by Item 9.01(b) will be filed by amendment as soon as practicable, but no later than 71 calendar days after the date on which this initial Current Report on Form 8-K was required to be filed.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amendment No. 1 to Stock Purchase Agreement dated as of November 5, 2015 by and among United Technologies Corporation and certain affiliated entities identified therein and Lockheed Martin Corporation.*
99.1	Press Release dated November 6, 2015 issued by Lockheed Martin Corporation.
* The exhibits to Amendment No. 1 to Stock Purchase Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Lockheed Martin agrees to furnish supplementally a copy of such exhibits, or any section thereof, to the SEC upon request.	

SIGNATURES

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

Date: November 6, 2015

Lockheed Martin Corporation

by: /s/ Stephen M. Piper

Stephen M. Piper

Vice President and Associate General Counsel

EXHIBIT INDEX

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AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment"), dated as of November 5, 2015, to that certain Stock Purchase Agreement (the "Purchase Agreement"), dated as of July 19, 2015, is entered into by and among United Technologies Corporation, a Delaware corporation ("Parent"), the other Parent subsidiaries set forth on the signature pages hereto (collectively, with Parent, the "Sellers"), and Lockheed Martin Corporation, a Maryland corporation ("Purchaser").

WHEREAS, Section 11.09 of the Purchase Agreement provides that the Purchase Agreement may be amended by an agreement in writing executed by the Sellers and Purchaser; and

WHEREAS, the parties desire to amend the Purchase Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Certain Definitions. Terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

Section 2. UTEH Assignment. The parties hereto acknowledge and agree that, as a result of the assignment by United Technologies Holdings SAS ("UTH") of all of its rights and obligations in, to and under the Purchase Agreement to UT European Holdings B.V. ("UTEH") pursuant to that certain letter agreement dated October 22, 2015 between UTH and UTEH, UTEH shall be considered a Seller for all purposes of the Purchase Agreement.

Section 3. Amendments to Purchase Agreement—General.

(a) The definition of "Ancillary Agreements" in Section 1.01 of the Purchase Agreement is hereby amended and restated as follows:

"Ancillary Agreements" shall mean the Transition Services Agreement, the Foreign Acquisition Agreements, the Intellectual Property Agreement, the Data Transfer Agreement, UTAS/Sikorsky Wrap Agreement, UTRC/Sikorsky Replacement Master Agreement, any Shared Location Lease(s), and the Long-Term Services Agreement.

(b) Section 1.01 of the Purchase Agreement is hereby amended to include the following definitions in appropriate alphabetical order:

"Long-Term Services Agreement" shall mean the Long-Term Services Agreement to be entered into at the Closing substantially in the form attached hereto as Exhibit G.

(c) The Purchase Agreement is hereby amended to add the form of Exhibit G attached hereto as Exhibit A to this Amendment at the end thereof.

(d) Section 2.02 of the Purchase Agreement is hereby amended and restated as follows:

In consideration for the Shares and the Tata JV Shares, at the Closing, Purchaser shall deliver to the Sellers (and/or one or more of Parent's designees) an aggregate of (a) \$9,000,000,000.00 (nine billion dollars) in cash (the "Pre-Adjustment Cash Amount") plus or minus (as applicable) (b) the Closing Adjustment, if any, pursuant to Section 2.04 (the sum of (a) and (b), the "Purchase Price"); provided that, if the Tata Approval has not been obtained prior to the Closing Date, the Pre-Adjustment Cash Amount shall be reduced by the Tata Holdback Amount (and such Tata Holdback Amount shall be paid on the Tata Transfer Date in accordance with Section 2.08(c)). The Purchase Price shall be subject to adjustment as set forth in Section 2.05.

(e) Section 2.03(a) of the Purchase Agreement is hereby amended and restated as follows:

(a) The Closing shall take place (i) at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, on the date that is three (3) Business Days after the date on which all of the conditions set forth in Article 8 (other than those conditions that by their nature are to be satisfied or waived on the Closing Date, but subject to the satisfaction or waiver of those conditions) are satisfied or waived, or (ii) at such other place, time or date as may be mutually agreed upon in writing by Parent and Purchaser. The date on which the Closing occurs is the "Closing Date" and the Closing shall be deemed for all purposes hereunder and under the Ancillary Agreements to be effective as of 12:01 a.m. on the Closing Date.

(f) Section 2.03(b)(i)(A) of the Purchase Agreement is hereby amended and restated as follows:

(A) deliver or cause to be delivered to Purchaser and/or one or more of its designees (x) certificates evidencing the Shares and the Tata JV Shares to the extent that such Shares or the Tata JV Shares are in certificate form, duly endorsed in blank or with stock powers duly executed in proper form for transfer and (y) to the extent that such Shares or the Tata JV Shares are not in certificate form, stock powers or other instruments of transfer duly executed in blank, in each case, with any required stock transfer stamps affixed thereto; provided, that, it is understood and agreed that the Sellers shall not deliver at the Closing the Tata JV Shares pursuant to this Section 2.03(b)(i)(A) unless and until the Tata Approval has been obtained;

(g) Section 2.08 of the Purchase Agreement is hereby amended and restated as follows:

(a) The transfer of (i) each Foreign Transferred Company organized in a jurisdiction in which local Laws require observance of specified formalities or procedures to legally effect a transfer of such entity and (ii) the Tata JV Shares shall be effected pursuant to short-form acquisition agreements (the "Foreign Acquisition Agreements") on a country-by-country basis. Each Foreign Acquisition Agreement shall be in substantially the same form as Exhibit F hereto, except, as Parent and Purchaser may agree, including for: (i) the deletion of provisions that are

inapplicable to such Foreign Transferred Company (or the Tata JV Shares); (ii) such changes as may be necessary to satisfy the requirements of applicable local Law; and (iii) such changes as may be reasonably agreed upon by Parent and Purchaser regarding employees and employee benefit matters in order to adapt such agreement to the particular circumstances of the relevant Foreign Transferred Company and country; provided, in each case, that the Foreign Acquisition Agreements shall serve purely to effect the legal transfer of the applicable Transferred Entity (or the Tata JV Shares) and shall not have any effect on the terms and conditions of the transactions contemplated hereby, including the allocation of assets and Liabilities as between them, all of which shall be determined by this Agreement, or in any way modify, amend or constitute a waiver of, any provision of this Agreement or any other Ancillary Agreement.

(h) Section 2.08 of the Purchase Agreement is hereby amended to include the following subsections (b), (c), (d) and (e):

(b) If the applicable required approvals to transfer the Tata JV Shares have not been obtained from the Foreign Investment Promotion Board, Ministry of Finance, Government of India (the "Tata Approval") prior to the Closing Date, then (i) Parent and the other Sellers, including the Tata JV Seller, shall not deliver at the Closing the Tata JV Shares pursuant to Section 2.03(b)(i)(A) and (ii) Purchaser shall, as contemplated by Section 2.02, withhold cash in the aggregate amount of \$5,000,000.00 (five million dollars) from the payment of the Purchase Price at Closing (the "Tata Holdback Amount"). During the period beginning on the Closing Date and ending on the Tata Transfer Date, the parties shall, consistent in all respects, as applicable, with Section 5.03, continue to use their respective reasonable best efforts, and cooperate with the other parties, in obtaining the Tata Approval as promptly as reasonably practicable.

(c) If and when, following the Closing, the Tata Approval is obtained, then on the date that is three (3) Business Days after such date (the "Tata Transfer Date"), (i) the Tata JV Seller shall deliver, or cause to be delivered, to Purchaser and/or one or more of its designees, the Tata JV Shares, including any (x) certificates evidencing the Tata JV Shares to the extent that the Tata JV Shares are in certificate form, duly endorsed in blank or with stock powers duly executed in proper form for transfer and (y) to the extent that the Tata JV Shares are not in certificate form, stock powers or other instruments of transfer duly executed in blank, in each case, with any required stock transfer stamps affixed thereto and (ii) Purchaser shall deliver to Parent (or to any Affiliate designated by Parent) on behalf of the Sellers by wire transfer, to an account or accounts designated by Parent (or by such Affiliate), immediately available funds in an aggregate amount equal to the Tata Holdback Amount;

(d) During the period beginning on the Closing Date and ending on the Tata Transfer Date, except with the other party's prior written consent, not to be unreasonably withheld, conditioned or delayed and subject to applicable Law: (i) Parent shall not, and shall cause any applicable member of the Parent Group not to, exercise any voting or similar authoritative, approval, consent, veto or governing rights as a shareholder in the Tata JV, (ii) Parent shall not, and shall cause any applicable member of the Parent Group not to, take any action to change or replace any of the Parent Group representatives as of immediately prior to Closing (to the extent such representatives are employees of Purchaser or any of its Subsidiaries after the Closing) on

the Tata JV board of directors, (iii) Purchaser shall, and shall cause any of its applicable Subsidiaries (including any applicable Transferred Entity) to, cause any such representatives on the Tata JV board of directors who are employed by Purchaser or any of its Subsidiaries not to exercise any voting or similar authoritative, approval, consent, veto or governing rights in their capacities as members of the Tata JV board of directors.

(e) Subject to restrictions under applicable law, if, during the period beginning on the Closing Date and ending on the Tata Transfer Date, (i) an event arises which would reasonably be expected to have a material and adverse effect on the Tata JV or on the ownership of the Tata JV Shares (whether before, on or after the Tata Transfer Date), then the Purchaser may request that the applicable member of the Parent Group exercise any applicable voting or similar authoritative, approval, consent or veto rights with respect to the Tata JV necessary to mitigate such potential material and adverse effect and such member of the Parent Group shall reasonably consider such request, taking into account the applicable limitations provided under Indian law, as reasonably advised by counsel (including relying on a legal opinion, if deemed necessary) or (ii) Purchaser requests that Parent appoint an individual specified by Purchaser to replace a representative of the Parent Group on the Tata JV board of directors who has ceased to be employed by Purchaser or any of its Subsidiaries (including the Transferred Entities), then the applicable member of the Parent Group shall reasonably consider such request, taking into account the applicable limitations provided under Indian law, as reasonably advised by counsel (including relying on a legal opinion, if deemed necessary). Subject to confidentiality restrictions under the Joint Venture Agreement dated November 11, 2009 between Tata Advanced Systems Limited, Tata JV Seller and Sikorsky Aircraft Corporation, upon the reasonable request of Purchaser, Parent shall, or shall cause the applicable member of the Parent Group to, provide access to the books and records of the Tata JV to the extent that Parent or such member of the Parent Group is in possession of or is entitled to request such books and records. To the extent that any confidentiality restrictions are applicable, Parent or the applicable member of the Parent Group, as the case may be, shall make commercially reasonable efforts to obtain prior written consent to enable such information sharing.

(i) The parties agree that Section 5.04 of the Purchase Agreement shall remain in full force and effect from the Closing until the Tata Transfer Date solely with respect to Parent's ownership of the Tata JV Shares as and to the same extent, if any, applicable prior to the Closing, provided that, with respect to such limited purpose, the reference to "\$25,000,000" in Section 5.04(a)(K) shall be amended to "\$5,000,000".

(j) The address of Parent for the purposes of Section 11.07(a) of the Purchase Agreement is hereby amended and restated as follows:

*United Technologies Corporation
10 Farm Springs Road
Farmington, Connecticut, 06032*

(k) The facsimile number of Davis Polk & Wardwell LLP for the purposes of Section 11.07(b) of the Purchase Agreement is hereby amended and restated as follows:

Facsimile No: (212) 701-5800

Section 4. Amendments to Purchase Agreement—Employee Matters.

(a) Section 6.01(a) of the Purchase Agreement is hereby amended by adding the following sentence at the end thereof:

Notwithstanding anything contained herein to the contrary, the individuals identified on Section 6.01(a) of the Seller Disclosure Schedule shall not be considered Business Employees and their employment shall be transferred from a Transferred Entity to a member of the Parent Group designated by Parent prior to the Closing as set forth in clause (ii) (prior to the proviso) of the first sentence hereof.

(b) The Seller Disclosure Schedule is hereby amended to add a new Section 6.01(a) thereto, which shall contain the items set forth on Exhibit B to this Amendment.

Section 5. Continuing Effect of Purchase Agreement. This Amendment shall not constitute an amendment of any other provision of the Purchase Agreement not expressly referred to herein. The Purchase Agreement shall remain in full force and effect, and this Amendment shall be effective and binding upon the Sellers and Purchaser upon execution and delivery by the Sellers and Purchaser. From and after the date hereof, all references to the term “Agreement” in the Purchaser Agreement shall be deemed to refer to the Purchase Agreement, as amended hereby.

Section 6. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more such counterparts have been signed by each party and delivered (by facsimile, e-mail, or otherwise) to the other party.

Section 7. Further Assurances. The parties hereto agree to cooperate fully in taking all such further actions and executing all such further documents, instruments and agreements as any of such parties may reasonably request in order to carry out the intent of this Amendment.

Section 8. Governing Law; Venue. Section 11.03 of the Purchase Agreement is incorporated by reference herein, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

UNITED TECHNOLOGIES CORPORATION

By: /s/ Michael R. Dumais
Name: Michael R. Dumais
Title: Senior Vice President, Strategic Planning

UNITED TECHNOLOGIES AUSTRALIA HOLDINGS
LIMITED

By: /s/ Christopher Witzky
Name: Christopher Witzky
Title: Director

UNITED TECHNOLOGIES CANADA, LTD.

By: /s/ Christopher Witzky
Name: Christopher Witzky
Title: Director, Vice President and Treasurer

UNITED TECHNOLOGIES INTERNATIONAL
CORPORATION – ASIA PRIVATE LIMITED

By: /s/ Michael Ryan
Name: Michael Ryan
Title: Director and Vice President – Finance

UT EUROPEAN HOLDINGS B.V.

By: /s/ Stuart Bottomley
Name: Stuart Bottomley
Title: Category A Director

By: /s/ Johannes Schipper
Name: Johannes Schipper
Title: Category B Director

[Signature Page to Amendment No. 1 to Stock Purchase Agreement]

LOCKHEED MARTIN CORPORATION

By: /s/ Stephen M. Piper

Name: Stephen M. Piper

Title: Vice President



News Release

Lockheed Martin Completes Acquisition of Sikorsky Aircraft *Corporation welcomes Sikorsky, a Lockheed Martin Company*

BETHESDA, Md., Nov. 6, 2015 – Lockheed Martin (NYSE: LMT) has closed its acquisition of Sikorsky Aircraft, a world leader in military and commercial rotary-wing aircraft. Aligned under the Lockheed Martin Mission Systems and Training (MST) business segment, Sikorsky Aircraft is now known as Sikorsky, a Lockheed Martin company.

"Today we are proud to welcome the Sikorsky team to Lockheed Martin," said Marillyn Hewson, Lockheed Martin chairman, president and CEO. "Lockheed Martin and Sikorsky share a legacy of innovation and performance that has shaped the history of aviation for more than a century. Together, we are even better positioned to provide the best value for our customers, employees and shareholders."

The acquisition advances Lockheed Martin's commitment to provide its customers with mission-ready solutions that are affordable and efficient, while expanding its core business into the growing areas of helicopter production and sustainment. Sikorsky's ability to leverage Lockheed Martin's scale will ensure it remains a technology leader at the forefront of vertical lift.

Dan Schultz has been named president of Sikorsky, a Lockheed Martin Company. Schultz led the integration efforts for Lockheed Martin leading up to today's closure and previously served as the vice president for Lockheed Martin's Ship & Aviation Systems line of business within MST.

"Dan is a former Marine helicopter pilot and has decades of experience in the rotary-wing segment, including leading Lockheed Martin's helicopter system integration business," Hewson said. "He brings a wealth of leadership experience and a deep understanding of our international customer base. I am confident he is the right person to lead Sikorsky at this pivotal time."

Sikorsky, a Lockheed Martin company, will retain its headquarters in Stratford, Connecticut. The line of business employs nearly 15,000 employees in 11 countries. Its helicopters are used by all five branches of the U.S. armed forces, along with military services and commercial operators in 40 nations.

For high resolution imagery and broadcast-quality B-roll, visit our online media kit:
<http://www.lockheedmartin.com/sikorskymediakit>.

For additional information and updates on the Sikorsky acquisition, visit our website:
www.lockheedmartin.com/sikorsky.

About Lockheed Martin

Headquartered in Bethesda, Maryland, Lockheed Martin is a global security and aerospace company that – with the addition of Sikorsky – employs approximately 126,000 people worldwide and is principally engaged in the research, design, development, manufacture, integration and sustainment of advanced technology systems, products and services.

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Media Contact:

Dan Nelson, +1 301-897-6357; dan.nelson@lmco.com

Forward-Looking Statements

This release contains statements which, to the extent they are not recitations of historical fact, constitute forward-looking statements within the meaning of the federal securities laws, including, among other things, statements regarding the benefits of the acquisition of Sikorsky Aircraft (the “Transaction”) and the future impact of the Transaction on the Corporation’s and Sikorsky’s businesses, including opportunities for growth and expanded capabilities and customer relationships as a result of the Transaction. Forward-looking statements are based on Lockheed Martin’s current expectations. There can be no assurance that future events will occur as anticipated and forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties including the ability to successfully integrate a complex transaction of this magnitude as well as realize synergies and other cost savings; potential disruption of the Corporation’s or Sikorsky Aircraft’s businesses due to Transaction-related changes; competitive responses to any transaction; unexpected costs, charges or expenses resulting from any transaction; potential adverse reactions or changes to business relationships; and business, economic and customer developments generally. For a discussion identifying important factors that could cause actual results to vary materially from those anticipated in the forward-looking statements, see the Corporation’s filings with the SEC including, but not limited to, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors” in the Corporation’s Annual Report on Form 10-K for the year ended Dec. 31, 2014 and quarterly reports on Form 10-Q. The Corporation’s filings may be accessed through the Investor Relations page of its website, www.lockheedmartin.com/investor, or through the website maintained by the SEC at www.sec.gov. Except where required by applicable law, the Corporation expressly disclaims a duty to provide updates to forward-looking statements after the date of this release to reflect subsequent events, changed circumstances, changes in expectations, or the estimates and assumptions associated with them. The forward-looking statements in this release are intended to be subject to the safe harbor protection provided by the federal securities laws.

This is to acknowledge the receipt of your letter application dated

11-10-15, and to inform you that the initial processing which includes an administrative review has been performed.

☒ Amend: 06-02269-03, 06-02269-046
There were no administrative omissions. Your application was assigned to a technical reviewer. Please note that the technical review may identify additional omissions or require additional information.

☐ Please provide to this office within 30 days of your receipt of this card

A copy of your action has been forwarded to our License Fee & Accounts Receivable Branch, who will contact you separately if there is a fee issue involved.

Your action has been assigned Mail Control Number 589397+589398
When calling to inquire about this action, please refer to this control number.
You may call us on (610) 337-5398, or 337-5260.

NRC FORM 532 (RI)
(6-96)

Sincerely,
Licensing Assistance Team Leader