

December 7, 2009

Ms. Susan Beard  
Designated Agency Ethics Official  
U.S. Department of Energy  
1000 Independence, Ave., SW  
Washington, DC 20585

Dear Ms. Beard:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Deputy Administrator for Defense Programs of the Department of Energy.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Upon confirmation, I will retire from my position with Lockheed Martin Corporation as the President of a Lockheed Martin company, and Special Advisor of the Atomic Weapons Establishment, a position that I occupy as a consequence of my employment with Lockheed Martin. Upon termination and before I assume the duties of the position of Deputy Administrator for Defense Programs, pursuant to my offer letter of March 2006, I will receive from Lockheed Martin Corporation my completion bonus for work performed in my current assignment and a payment equal to the difference in value between the Sandia Corporation and Lockheed Martin pensions. Pursuant to established company policy, I will receive payment for the cost of my third party income tax preparation for several years. I will continue to participate in the Lockheed Martin Corporation's defined benefit pension plan. Further, pursuant to established company policy, Lockheed Martin will accelerate my Deferred Management Incentive Compensation Plan (DMICP) resulting in a lump sum payment of all sums owed to me under the plan before I assume the duties of the position of Deputy Administrator for Defense Programs. Upon appointment, I will not participate personally in any particular matter that has a direct and predictable effect on Lockheed Martin Corporation's ability or willingness to pay these contractual obligations, unless I first obtain a waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). For a period of one year after my retirement, I also will not participate personally and substantially in any particular matter involving specific parties in which

the Lockheed Martin Corporation or the Atomic Weapons Establishment, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will divest my stock interests in Lockheed Martin Corporation, within 90 days of my confirmation. Until divestiture is complete, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of this entity until I have divested it, unless I first obtain a waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Following my retirement, I will receive a bonus for the work I performed during calendar year 2009, as is the established company policy. Lockheed Martin Corporation will use an objective formula to calculate this bonus. If I am confirmed before the end of the calendar year on December 31, 2009, Lockheed Martin Corporation will pay me a *pro rata* share of my bonus that covers only the period of calendar year 2009 prior to my retirement. Through December 31, 2009, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Lockheed Martin Corporation, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). After December 31, 2009, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of Lockheed Martin Corporation to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

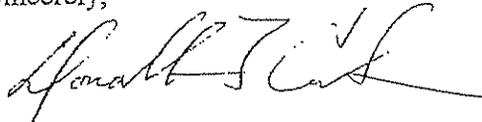
I have a financial interest in the Lockheed Martin Non-qualified Supplemental Savings Plan, a cash account. This interest is a debt obligation of Lockheed Martin Corporation. However, the interest amount that Lockheed Martin Corporation will owe me under this plan is indexed to the profitability of Lockheed Martin stock and a Lockheed Martin Stable Value Fund. At my date of retirement, pursuant to company policy, Lockheed Martin Corporation will fix the amount it owes me under the Non-qualified Supplemental Savings Plan and pay out that amount to me in annual payments until 2021. Pursuant to 18 U.S.C. § 208, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of Lockheed Martin Corporation to make these payments to me.

I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement. I understand that, with regard to Sandia Corporation, I will receive a limited waiver as to paragraph 2 of the Ethics Pledge (Exec. Order No. 13490) and an authorization, pursuant to 5 C.F.R. § 2635.502(d). I further understand that, because Sandia Corporation is a subsidiary of Lockheed Martin, this waiver and authorization will not permit me to participate in particular matters directly and predictably affecting the financial interests of Sandia Corporation.

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Finally, as established in the letter signed by the Chairman and Ranking Member of the Senate Committee on Armed Services dated September 23, 2005, I also agree that prior to acting in any particular matter that is likely to have a direct, predictable, and substantial effect on the financial interests of Lockheed Martin Corporation, I will consult with my Designated Agency Ethics Official, and will not act in that matter unless that official determines that the interest of the Government in my participation outweighs any appearance of impropriety, and issues a written determination authorizing my participation. I understand that such an authorization does not constitute a waiver of 18 U.S.C. § 208 and does not affect the applicability of that section.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald L. Cook". The signature is written in a cursive style with a large, sweeping initial "D".

Donald L. Cook