

LOCKHEED MARTIN CORP
Form S-4/A
February 09, 2004
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As filed with the Securities and Exchange Commission on February 9, 2004

Registration No. 333-106911

Registration No. 333-110625

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 2 TO

PRE-EFFECTIVE AMENDMENT NO. 1 TO

FORM S-4

FORM S-4

REGISTRATION STATEMENT

REGISTRATION STATEMENT

UNDER

UNDER

THE SECURITIES ACT OF 1933

THE SECURITIES ACT OF 1933

THE TITAN CORPORATION

LOCKHEED MARTIN CORPORATION

(Exact name of registrant as specified in its charter)

(Exact name of registrant as specified in its charter)

3033 Science Park Road

6801 Rockledge Drive

San Diego, California 92121-1199

Bethesda, Maryland 20817

(858) 552-9500

(301) 897-6000

(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)

(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)

Delaware

Maryland

(State or Other Jurisdiction of Incorporation or Organization)

(State or Other Jurisdiction of Incorporation or Organization)

95-2588754

52-1893632

(I.R.S. Employer Identification No.)

(I.R.S. Employer Identification No.)

7373

3760

(Primary Standard Industrial Classification Code Number for the
registrant)

(Primary Standard Industrial Classification Code Number for the
registrant)

For information regarding additional registrants, see Schedule A hereto.

Nicholas J. Costanza

David A. Dedman

Senior Vice President, General Counsel and Secretary

Associate General Counsel

The Titan Corporation

Lockheed Martin Corporation

3033 Science Park Road

6801 Rockledge Drive

San Diego, California 92121-1199

Bethesda, Maryland 20817

(858) 552-9500

(301) 897-6000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

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Glenn C. Campbell

James E. Showen

King & Spalding LLP

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Washington, D.C. 20006

Washington, D.C. 20004

(202) 737-0500

(202) 637-5600

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.

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.

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Schedule A

TABLE OF GUARANTORS

NAME/ADDRESS/PHONE	STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION	I.R.S. EMPLOYER IDENTIFICATION NUMBER
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
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
Procom Services, Inc. 3394 Carmel Mountain Road San Diego, CA 92121 (858) 720-4000	California	33-0427938

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Titan Africa, Inc.

3033 Science Park Road

Delaware

33-0864886

San Diego, CA 92121

(858) 552-9500

Titan Facilities, Inc.

(formerly known as Delta Construction Management,
Inc.)

1501 Merchants Way

Virginia

54-0918681

Niceville, FL 32578

(850) 897-6111

Titan Scan Technologies Corporation

9020 Activity Road

Delaware

33-0937905

San Diego, CA 92126

(858) 547-5990

Titan Wireless, Inc.

3033 Science Park Road

Delaware

33-0836787

San Diego, CA 92121

(858) 552-9500

Titan Wireless Afripa Holding, Inc.

3033 Science Park Road

Delaware

33-0948527

San Diego, CA 92121

(858) 552-9500

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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.

PROSPECTUS

Dated February , 2004

\$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 providing for 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 1.0% 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 February 25, 2004, unless extended. The expiration date for the exchange offer and consent solicitation is 5:00 p.m., New York City time, on March 12, 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.

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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

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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 Information & 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 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 the consent solicitation. Titan expects to complete the exchange offer even if the requisite consents are not received and the merger is not completed.

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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 1.0% 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 in March 2004. For more information regarding the merger and the transactions contemplated thereby, please see the section entitled "The Merger."

Recent Events Lockheed Martin

Summary Reported Results. On January 27, 2004, Lockheed Martin announced its financial results for the year ended December 31, 2003. The following table presents Lockheed Martin's consolidated net sales, operating profit, net earnings, earnings per share and cash flow from operations as determined by generally accepted accounting principles. All earnings per share amounts are presented on a diluted basis.

	4th Quarter		Year-to-Date	
	2003	2002	2003	2002
(In millions, except per share data)				
Net sales	\$ 8,978	\$ 7,780	\$ 31,824	\$ 26,578

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Operating profit (loss)				
Segment operating profit	\$ 697	\$ 592	\$ 2,468	\$ 2,020
Unallocated corporate (expense) income, net	(81)	(1,010)	(449)	(862)
	\$ 616	\$ (418)	\$ 2,019	\$ 1,158
Net earnings (loss)	\$ 344	\$ (347)	\$ 1,053	\$ 500
Diluted earnings (loss) per share				
Continuing operations	\$ 0.77	\$ (0.76)	\$ 2.34	\$ 1.18
Discontinued operations		(0.01)		(0.07)
	\$ 0.77	\$ (0.77)	\$ 2.34	\$ 1.11
Cash flow from operations	\$ 134	\$ (440)	\$ 1,809	\$ 2,288

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Sales and Net Earnings. Net sales for the quarter ended December 31, 2003 were \$9.0 billion, a 15% increase over the \$7.8 billion recorded in the comparable 2002 period. Net earnings for the three months ended December 31, 2003 were \$344 million, or \$0.77 per share, including an \$8 million gain, or \$0.02 per share, from the sale of Lockheed Martin's commercial information technology business. The net loss for the comparable 2002 quarter was \$347 million, or \$0.77 per share. The 2002 results included charges for the impairment of telecommunications equity investments and Space Imaging, a charge related to a Russian launch services provider, and a loss from discontinued operations. The combined effect of these items decreased fourth quarter 2002 earnings by \$727 million, or \$1.62 per share.

Net sales were \$31.8 billion in 2003, a 20% increase over 2002 net sales of \$26.6 billion. Net earnings for the year ended December 31, 2003 were \$1.1 billion, or \$2.34 per diluted share. The 2003 results included the gain on the sale of the commercial information technology business and previously reported net charges of \$110 million, or \$0.24 per share, primarily associated with the early retirement of long-term debt and the exit from the commercial mail sorting business. The combined effect of these items was to decrease 2003 earnings by \$102 million, or \$0.22 per share.

Net earnings for the year ended December 31, 2002 were \$500 million, or \$1.11 per diluted share. The 2002 results included the previously mentioned 2002 items and a research and development tax credit benefit. The combined effect of these items decreased 2002 net earnings by \$665 million, or \$1.47 per share.

Cash Flow and Leverage. Cash provided by operating activities for 2003 was \$1.8 billion, after a discretionary contribution in December 2003 of \$450 million to pre-fund the 2004 defined benefit pension plan contribution. Lockheed Martin used this cash flow from operations principally to acquire businesses, fund capital expenditures, reduce its debt, and repurchase shares of its common stock. Lockheed Martin also restructured its debt portfolio to lower interest expense. Long-term debt was reduced by \$1.4 billion during 2003, improving the ratio of debt-to-total capitalization from 56% at December 31, 2002 to 48% at December 31, 2003.

Recent Events Titan

Legal Proceedings. On January 23, 2004, Titan, together with its wholly owned subsidiaries, Titan Wireless, Inc. and Titan Africa, Inc., were named as defendants in *Gonzales Communications, Inc. v. Titan Wireless, Inc., Titan Africa, Inc., The Titan Corporation, Geolution International Inc., Mundi Development, Inc.*, a lawsuit filed in the U.S. District Court for the Southern District of California. The complaint relates to the purchase by Gonzales Communications of equipment and related services under an equipment purchase agreement entered into with Titan Wireless in June 2001. Gonzales Communications contends that the equipment delivered was unsatisfactory. In the complaint, Gonzales Communications seeks direct damages in the amount of \$880,000 plus interest, representing the amount Gonzales Communications alleges to have previously paid under the agreement, and consequential damages of approximately \$16.3 million. To date, Titan and its subsidiaries have not received payment in full under the agreement for the equipment that was delivered to Gonzales Communications. Titan plans to contest the allegations contained in this complaint and collect the amounts owed by Gonzales Communications.

Since September 2003, Titan has been named as a defendant in the following three lawsuits each filed by a holder of common stock of SureBeam Corporation, a former subsidiary of Titan: (1) *Bernd Bilstein, IRA v. SureBeam Corporation, et. al.*, filed in the U.S. District Court for the Southern District of New York on September 10, 2003; (2) *Steven Morrow v. SureBeam Corporation, et. al.*, filed in the U.S. District Court for the Southern District of California on October 23, 2003; and (3) *Gordon Reed v. Oberkfell, et. al.*, filed in the U.S. District Court for the Southern District of California on December 24, 2003. Both the Bilstein and Morrow complaints allege that Titan, as a control person of SureBeam within the meaning of the Securities Act, should be held liable for allegedly false and misleading statements contained in the prospectus issued in connection with

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SureBeam's initial public offering. SureBeam and certain investment banks serving as lead underwriters in SureBeam's offering also were named as defendants in both the Bilstein and Morrow complaints. The Reed complaint alleges that Titan, as the then majority shareholder of SureBeam, breached fiduciary duties owed to the minority shareholders by, among other things, causing SureBeam to go public with false and misleading statements contained in the prospectus for SureBeam's initial public offering, grossly mismanaged SureBeam to Titan's benefit and was unjustly enriched at the expense and detriment of SureBeam. SureBeam and certain officers and directors of SureBeam also were named as defendants in the Reed complaint. Dr. Ray and Susan Golding, two of Titan's current directors, were named as defendants in the Bilstein and Reed complaints in their capacity as directors of SureBeam. The plaintiffs in the Bilstein, Morrow and Reed complaints seek statutory damages from Titan. Titan plans to contest the allegations contained in these complaints.

SureBeam Bankruptcy. As a result of SureBeam Corporation's voluntary filing on January 19, 2004 for relief under Chapter 7 of the United States Bankruptcy Code, Titan expects to incur an after-tax impairment charge of up to \$10 million related to the \$25 million in senior secured notes owed to Titan by SureBeam, and Titan guarantees and subleases related to SureBeam facilities. The estimated impairment charge is contingent upon the amount of estimated proceeds recovered by Titan from the liquidation of collateral received from the bankruptcy process of SureBeam assets that are collateral for the sums owed by SureBeam to Titan under the SureBeam senior credit facility with Titan, and Titan's ability to mitigate its obligations under the facilities lease guarantees through subleases and other means. The actual amount of Titan's losses could be higher if the SureBeam liquidation proceeds are less than anticipated, if the liquidation takes longer than expected or if Titan is not successful in mitigating its obligations under the lease guarantees. Titan is SureBeam's only senior secured lender. The aggregate amount of the lease obligations Titan has guaranteed as of September 30, 2003 was approximately \$18.9 million. In addition, Titan may be unable to collect amounts due from SureBeam under sublease agreements with SureBeam for approximately 63,800 square feet used for SureBeam's service center in Sioux City, Iowa, as well as facilities in Dublin, California. The aggregate amount due to Titan as of September 30, 2003 for future obligations under these sublease agreements for periods through 2010 is approximately \$5.1 million.

Discontinued Operations. Titan executed a settlement agreement on October 30, 2003, with its customer, the Office of Post and Telecommunications (OPT) of Benin, transferring the management and operation of its telecommunications project in Benin to the OPT and settling certain legal actions commenced by Titan against the OPT in November 2002 for sums owed Titan by the OPT in connection with the telecommunications project. The transfer of the management and operation of the Benin telecommunications project is conditioned upon, among other things, the payment by the OPT to Titan of \$29.5 million, the parties entering into an agreement on the sharing of net revenues of the future revenue stream of the telecommunications project and a transfer to the OPT of the existing credit facility between Titan, as borrower, and certain lenders relating to the funding of the Benin project. To date, the OPT has not responded to efforts by Titan to consummate the settlement agreement. Under the settlement agreement, the OPT was required to pay Titan \$29.5 million by the end of 2003. As of December 31, 2003, \$15.5 million had been paid to Titan and \$14 million is currently due and outstanding. In addition, as of the date of this proxy statement/prospectus, Titan and the OPT have not entered into the agreement for sharing of net revenues and the process of transferring the existing credit facility to the OPT has not begun. In January 2004, Titan served the OPT with a summons to comply with the terms of the settlement. If the OPT fails to comply with the summons, Titan may initiate legal proceedings against the OPT. Titan is in discussions with the OPT to collect the remaining \$15 million due under the settlement agreement.

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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;

eliminate Titan's early optional redemption rights under certain circumstances;

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 1.0% of the principal amount of outstanding notes

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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 BLUE letter of transmittal.

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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 GREEN 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 February 25, 2004, 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 March 12, 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.

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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;

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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

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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 accrued over and above the stated interest rate on the outstanding notes at a rate equal to 0.25% per year. With respect to the second 90-day period which began January 19, 2004, liquidated damages began accruing over and above the stated interest rate on the outstanding notes at a rate equal to 0.50% 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

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

<i>By Overnight Courier:</i> DB Services Tennessee, Inc. Corporate Trust & Agency Services, Reorganization Unit 648 Grassmere Park Road Nashville, Tennessee 37211 Attn: Karl Shepherd	<i>By Hand Delivery:</i> 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
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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 LLC

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.

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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.

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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;
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equal in right of payment to all of Titan s and such guarantor s existing and future senior subordinated indebtedness; and

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

As of December 31, 2003, Titan had outstanding an aggregate of approximately \$344.8 million of debt that was senior or effectively senior to the outstanding notes, and approximately \$3.3 million of debt and obligations under capital leases that were *pari passu* with or effectively *pari passu* with the notes. As of that date, Titan also had \$124.8 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 \$124.8 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. If the requisite consents are obtained and the proposed amendments to the indenture become operative, this redemption right with the net proceeds of certain public equity offerings will be deleted.

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

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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.

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THE MERGER

Lockheed Martin and Titan have executed a merger agreement providing for the merger of Titan with and into a wholly owned subsidiary of Lockheed Martin. 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. Lockheed Martin and Titan currently anticipate that the merger will be completed in March 2004.

You should carefully read the merger agreement, as amended, which is attached as Annex A to the proxy statement/prospectus included in Lockheed Martin's Registration Statement on Form S-4 (Reg. No. 333-109725), as amended, for more information concerning the proposed merger.

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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

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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 December 31, 2003, Titan's subsidiaries had total liabilities after the elimination of loans and advances from it to its subsidiaries of approximately \$79.6 million. In addition, the documents governing Lockheed Martin's indebtedness generally 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.

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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.

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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 may cease to file reports with the SEC.

If the requisite consents are obtained and the merger is completed, Titan may cease to file periodic and other reports with the SEC and consequently the information available to noteholders regarding Titan's business and financial condition will be reduced. This could have an adverse effect on the market price of the notes.

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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.

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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		Year Ended December 31,				
	September 30,		2002	2001	2000	1999	1998
	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)

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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)

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	As of December 31,					
	As of September 30,	2002	2001	2000	1999	1998
	2003					
(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 (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.

Table of Contents**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).

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- (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).

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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](#).

Table of Contents**UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENTS OF EARNINGS**

For The Nine Months Ended September 30, 2003

	(In \$ millions, except per share data)					Pro Forma Combined
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	
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				464.9
Per common share	\$ 1.59	\$ 0.35				\$ 1.58
Diluted:						
Weighted average shares	450.5	82.3				470.7
Per common share	\$ 1.57	\$ 0.33				\$ 1.56

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

Table of Contents**UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENTS OF EARNINGS**

For The Year Ended December 31, 2002

	(In \$ millions, except per share data)					Pro Forma Combined
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	
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				463.1
Per common share	\$ 1.20	\$ (0.18)				\$ 1.10
Diluted:						
Weighted average shares	452.0	76.0				472.4
Per common share	\$ 1.18	\$ (0.18)				\$ 1.08

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

Table of Contents**UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET**

As of September 30, 2003

	(In \$ millions)					Pro Forma Combined
	Historical Lockheed Martin	Historical Titan	Reclassifications	Pro Forma Adjustments	Notes	
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		17	(g), (h)	469
Additional paid-in capital	2,652	667		357	(c), (g), (h)	3,676
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)

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Total stockholders equity	6,298	366		676	7,340
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	\$ 24,880	\$ 1,287	\$ 13	\$ 410	\$ 26,590
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

Table of Contents**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
	<hr/>
Total purchase price	\$ 1,941
	<hr/>

(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

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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.

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- (h) To record the assumed issuance of 18.03 million shares of Lockheed Martin common stock at an average price of \$49.5425 per share (calculated based on the average trading price of Lockheed Martin common stock during the ten-day trading period ended February 5, 2004) 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	464.9	463.1
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	464.9	463.1
Dilutive stock options based on the treasury stock method	5.8	9.3
Average number of common shares outstanding for diluted earning per share	470.7	472.4
Pro forma diluted earnings per share from continuing operations	\$ 1.56	\$ 1.08

Table of Contents**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		Years Ended December 31				
Ended						
September 30,						
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		Years Ended December 31				
Ended						
September 30,						
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
<hr/> 3.4x	<hr/> 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.

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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 February 6, 2004 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

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If you consent to the proposed amendments prior to the consent fee deadline, you will receive a consent fee equal to 1.0% 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 February 25, 2004, 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.

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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