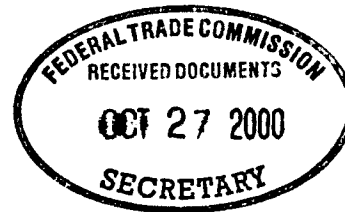


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MCDERMOTT, WILL & EMERY

October 27, 2000



BY HAND

Federal Trade Commission
Office of the Secretary
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Re: **In the Matter of the Boeing Company (File No. 001-0092)**

Dear Mr. Clark:

Lockheed Martin Corporation hereby submits its comments to the proposed Consent Order in the above-captioned transaction. These comments are designed to ensure that the full intent of the proposed Consent Order can be achieved.

Definition N

"Non-Public Satellite Information" is defined to include "information disclosed by any Satellite Manufacturer to any Boeing Launch Vehicle Business or Sea Launch." This definition is unduly narrow. In some cases, Satellite Manufacturers provide proprietary Satellite data to their customers, the satellite owners/purchasers, and the satellite owner may wish to provide that information to Launch Vehicle Suppliers to arrange for launch services. In other similar Consent Orders, this provision has been defined to protect information disclosed to the Launch Vehicle Supplier by any "Satellite owner or Manufacturer." See *In the Matter of Martin Marietta Corporation* (File No. 9410038). Adding the words "owner or" would clarify that information about other Satellite Manufacturers' Satellites that is received by Boeing's Launch Vehicle Business from the Satellite's owner needs to be protected in the same way as information that is obtained by Boeing directly from the Satellite Manufacturer.

Section III

To conform to the other firewall provisions in Section IV that govern information flows and specifically reference Sea Launch, Section III should be clarified to provide explicit protection for Non-Public Satellite Information that is obtained by Sea Launch.

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This could be cured by adding a clarifying sentence to Section III.A stating, "Absent the prior written consent of the proprietor of Non-Public Satellite Information, Boeing's Satellite Business may not receive Non-Public Satellite Information from the Boeing Launch Vehicle Business or Sea Launch."

Section VIII

Paragraph VIII.B requires Boeing to deliver a copy of the Consent Order to any Satellite Manufacturer prior to obtaining Non-Public Satellite Information. For the reasons described above regarding Definition N, this provision should be expanded to include a requirement to provide the same notice to satellite "owners" in addition to manufacturers. Paragraph VIII.B should be modified to require Boeing to deliver a copy of the order to "any Satellite *owner or* Manufacturer prior to obtaining from the Satellite *owner or* Manufacturer any Non-Public Satellite Information relating to a Satellite Manufacturer's Satellites." Such a requirement would lessen the possibility of disclosures to Sea Launch flowing through to the Boeing Satellite Business.

Thank you for your consideration of these comments.

Sincerely yours,



Stephen E. Smith
Vice President and General Counsel
Lockheed Martin Space Systems Company

Raymond A. Jacobsen, Jr.
Jon B. Dubrow
McDermott, Will & Emery
Counsel for Lockheed Martin Corporation

cc: Norman A. Armstrong, Jr., Esq.