
GENERAL DYNAMICS

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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended April 3, 2016

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 1-3671

GENERAL DYNAMICS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

13-1673581

*State or other jurisdiction of
incorporation or organization*

I.R.S. employer identification no.

2941 Fairview Park Drive, Suite 100
Falls Church, Virginia

22042-4513

Address of principal executive offices

Zip code

(703) 876-3000

Registrant's telephone number, including area code

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-Accelerated Filer ☐ Smaller Reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

305,646,967 shares of the registrant's common stock, \$1 par value per share, were outstanding on April 3, 2016 .

INDEX

	PAGE
PART I - <u>FINANCIAL INFORMATION</u>	
Item 1 - <u>Unaudited Consolidated Financial Statements</u>	
<u>Consolidated Statements of Earnings</u>	<u>3</u>
<u>Consolidated Statements of Comprehensive Income</u>	<u>4</u>
<u>Consolidated Balance Sheets</u>	<u>5</u>
<u>Consolidated Statements of Cash Flows</u>	<u>6</u>
<u>Consolidated Statements of Shareholders' Equity</u>	<u>7</u>
<u>Notes to Unaudited Consolidated Financial Statements</u>	<u>8</u>
Item 2 - <u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>25</u>
Item 3 - <u>Quantitative and Qualitative Disclosures About Market Risk</u>	<u>36</u>
Item 4 - <u>Controls and Procedures</u>	<u>36</u>
<u>FORWARD-LOOKING STATEMENTS</u>	<u>37</u>
PART II - <u>OTHER INFORMATION</u>	<u>37</u>
Item 1 - <u>Legal Proceedings</u>	<u>37</u>
Item 1A - <u>Risk Factors</u>	<u>38</u>
Item 2 - <u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>38</u>
Item 6 - <u>Exhibits</u>	<u>39</u>
<u>SIGNATURES</u>	<u>40</u>

PART I – FINANCIAL INFORMATION

ITEM 1. UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

CONSOLIDATED STATEMENTS OF EARNINGS (UNAUDITED)

(Dollars in millions, except per-share amounts)	Three Months Ended	
	April 3, 2016	April 5, 2015
Revenue:		
Products	\$ 4,864	\$ 4,932
Services	2,860	2,852
	7,724	7,784
Operating costs and expenses:		
Products	3,784	3,819
Services	2,427	2,435
General and administrative (G&A)	460	503
	6,671	6,757
Operating earnings	1,053	1,027
Interest, net	(22)	(21)
Other, net	10	3
Earnings from continuing operations before income tax	1,041	1,009
Provision for income tax, net	311	293
Earnings from continuing operations	730	716
Discontinued operations	(13)	—
Net earnings	\$ 717	\$ 716
Earnings per share		
Basic:		
Continuing operations	\$ 2.37	\$ 2.18
Discontinued operations	(0.04)	—
Net earnings	\$ 2.33	\$ 2.18
Diluted:		
Continuing operations	\$ 2.34	\$ 2.14
Discontinued operations	(0.04)	—
Net earnings	\$ 2.30	\$ 2.14

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

(Dollars in millions)	Three Months Ended	
	April 3, 2016	April 5, 2015
Net earnings	\$ 717	\$ 716
Gains (losses) on cash flow hedges	182	(383)
Unrealized (losses) gains on securities	(9)	2
Foreign currency translation adjustments	181	(104)
Change in retirement plans' funded status	60	97
Other comprehensive income (loss), pretax	414	(388)
Provision (benefit) for income tax, net	69	(104)
Other comprehensive income (loss), net of tax	345	(284)
Comprehensive income	\$ 1,062	\$ 432

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these financial statements.

CONSOLIDATED BALANCE SHEETS

(Dollars in millions)	(Unaudited)	
	April 3, 2016	December 31, 2015
ASSETS		
Current assets:		
Cash and equivalents	\$ 1,907	\$ 2,785
Accounts receivable	3,654	3,446
Contracts in process	4,705	4,357
Inventories	3,504	3,366
Other current assets	418	617
Total current assets	14,188	14,571
Noncurrent assets:		
Property, plant and equipment, net	3,477	3,466
Intangible assets, net	759	763
Goodwill	11,595	11,443
Other assets	1,683	1,754
Total noncurrent assets	17,514	17,426
Total assets	\$ 31,702	\$ 31,997
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Short-term debt and current portion of long-term debt	\$ 501	\$ 501
Accounts payable	2,150	1,964
Customer advances and deposits	5,560	5,674
Other current liabilities	4,212	4,306
Total current liabilities	12,423	12,445
Noncurrent liabilities:		
Long-term debt	2,899	2,898
Other liabilities	5,798	5,916
Commitments and contingencies (See Note L)		
Total noncurrent liabilities	8,697	8,814
Shareholders' equity:		
Common stock	482	482
Surplus	2,740	2,730
Retained earnings	23,687	23,204
Treasury stock	(13,386)	(12,392)
Accumulated other comprehensive loss	(2,941)	(3,286)
Total shareholders' equity	10,582	10,738
Total liabilities and shareholders' equity	\$ 31,702	\$ 31,997

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(Dollars in millions)	Three Months Ended	
	April 3, 2016	April 5, 2015
Cash flows from operating activities - continuing operations:		
Net earnings	\$ 717	\$ 716
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation of property, plant and equipment	90	94
Amortization of intangible assets	27	30
Equity-based compensation expense	27	40
Excess tax benefit from equity-based compensation	(15)	(30)
Deferred income tax provision	20	(8)
Discontinued operations	13	—
(Increase) decrease in assets, net of effects of business acquisitions:		
Accounts receivable	(195)	388
Contracts in process	(337)	152
Inventories	(133)	(183)
Increase (decrease) in liabilities, net of effects of business acquisitions:		
Accounts payable	179	210
Customer advances and deposits	(209)	(871)
Income taxes payable	268	251
Other current liabilities	(70)	(38)
Other, net	57	(6)
Net cash provided by operating activities	439	745
Cash flows from investing activities:		
Capital expenditures	(65)	(98)
Maturities of held-to-maturity securities	—	500
Other, net	(53)	94
Net cash (used) provided by investing activities	(118)	496
Cash flows from financing activities:		
Purchases of common stock	(1,026)	(620)
Dividends paid	(215)	(206)
Proceeds from stock option exercises	33	87
Repayment of fixed-rate notes	—	(500)
Other, net	15	30
Net cash used by financing activities	(1,193)	(1,209)
Net cash used by discontinued operations	(6)	(8)
Net (decrease) increase in cash and equivalents	(878)	24
Cash and equivalents at beginning of period	2,785	4,388
Cash and equivalents at end of period	\$ 1,907	\$ 4,412
Supplemental cash flow information:		
Cash payments for:		
Income taxes	\$ 21	\$ 53
Interest	\$ 16	\$ 19

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these financial statements.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (UNAUDITED)

(Dollars in millions)	Common Stock		Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
	Par	Surplus				
December 31, 2015	\$ 482	\$ 2,730	\$ 23,204	\$ (12,392)	\$ (3,286)	\$ 10,738
Net earnings	—	—	717	—	—	717
Cash dividends declared	—	—	(234)	—	—	(234)
Equity-based awards	—	10	—	45	—	55
Shares purchased	—	—	—	(1,039)	—	(1,039)
Other comprehensive income	—	—	—	—	345	345
April 3, 2016	\$ 482	\$ 2,740	\$ 23,687	\$ (13,386)	\$ (2,941)	\$ 10,582
December 31, 2014	\$ 482	\$ 2,548	\$ 21,127	\$ (9,396)	\$ (2,932)	\$ 11,829
Net earnings	—	—	716	—	—	716
Cash dividends declared	—	—	(228)	—	—	(228)
Equity-based awards	—	40	—	81	—	121
Shares purchased	—	—	—	(634)	—	(634)
Other comprehensive loss	—	—	—	—	(284)	(284)
April 5, 2015	\$ 482	\$ 2,588	\$ 21,615	\$ (9,949)	\$ (3,216)	\$ 11,520

The accompanying Notes to Unaudited Consolidated Financial Statements are an integral part of these financial statements.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

(Dollars in millions, except per-share amounts or unless otherwise noted)

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Consolidation and Classification. The unaudited Consolidated Financial Statements include the accounts of General Dynamics Corporation and our wholly owned and majority-owned subsidiaries. We eliminate all inter-company balances and transactions in the unaudited Consolidated Financial Statements.

Consistent with defense industry practice, we classify assets and liabilities related to long-term contracts as current, even though some of these amounts may not be realized within one year.

Interim Financial Statements. The unaudited Consolidated Financial Statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. These rules and regulations permit some of the information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP) to be condensed or omitted.

Our fiscal quarters are 13 weeks in length. Because our fiscal year ends on December 31, the number of days in our first and fourth quarters varies slightly from year to year. Operating results for the three-month period ended April 3, 2016 , are not necessarily indicative of the results that may be expected for the year ending December 31, 2016 .

The unaudited Consolidated Financial Statements contain all adjustments that are of a normal recurring nature necessary for a fair presentation of our results of operations and financial condition for the three-month periods ended April 3, 2016 , and April 5, 2015 .

These unaudited Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2015 .

Revenue Recognition. We account for revenue and earnings using the percentage-of-completion method. Under this method, contract costs and revenues are recognized as the work progresses, either as the products are produced or as services are rendered. We estimate the profit on a contract as the difference between the total estimated revenue and expected costs to complete a contract and recognize that profit over the life of the contract. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, we recognize the loss in the quarter it is identified.

We review and update our contract-related estimates regularly. We recognize changes in estimated profit on contracts under the reallocation method. Under the reallocation method, the impact of a revision in estimate is recognized prospectively over the remaining contract term. The net impact of revisions in contract estimates on our operating earnings (and on a diluted per-share basis) totaled favorable changes of \$104 (\$0.22) and \$63 (\$0.12) for the three-month periods ended April 3, 2016 , and April 5, 2015 , respectively. No revisions on any one contract were material to our unaudited Consolidated Financial Statements in the first quarter of 2016 or 2015.

In the second quarter of 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers. ASU 2014-09 prescribes a single, common revenue standard that replaces most existing revenue recognition guidance in GAAP. The standard outlines a five-step model, whereby revenue is recognized as performance obligations within a

contract are satisfied. The standard also requires new, expanded disclosures regarding revenue recognition. Several updates have been issued or proposed since the issuance of ASU 2014-09. These updates are intended to promote a more consistent interpretation and application of the principles outlined in the standard. Once these updates are issued by the FASB in 2016, the standard will be final.

ASU 2014-09 is effective in the first quarter of 2018 for public companies. However, entities can elect to adopt one year earlier in the first quarter of 2017. The standard permits the use of either the retrospective or cumulative-effect transition method.

We are utilizing a bottom-up approach to analyze the standard's impact on our contract portfolio, taking a fresh look at historical accounting policies and practices and identifying potential differences from applying the requirements of the new standard to our contracts. While this assessment continues, we have not yet selected a transition date or method nor have we completed our determination of the effect of the standard on our Consolidated Financial Statements. We expect this determination will near completion in the second half of 2016. Because the new standard will impact our business processes, systems and controls, we have developed a comprehensive change management project plan to guide the implementation.

The required adoption of the ASU will preclude our use of the reallocation method of recognizing revisions in estimated profit on contracts discussed above. As changes in estimated profit will be recognized in the period they are identified (cumulative catch-up method), rather than prospectively over the remaining contract term, we expect the impact of revisions of contract estimates may be larger and potentially more variable from period to period. Anticipated losses on contracts will continue to be recognized in the quarter they are identified.

New Accounting Standards . There are several new accounting standards that have been issued by the FASB, but are not yet effective. The standards described below were issued by the FASB in 2016 and should be read in conjunction with the New Accounting Standards issued prior to 2016 that are included in our Annual Report on Form 10-K for the year ended December 31, 2015.

- ASU 2016-02, Leases (Topic 842). ASU 2016-02 requires the recognition of lease rights and obligations as assets and liabilities on the balance sheet. Previously, lessees were not required to recognize on the balance sheet assets and liabilities arising from operating leases. The ASU also requires disclosure of key information about leasing arrangements. ASU 2016-02 is effective on January 1, 2019, using the modified retrospective method of adoption, with early adoption permitted. We have not yet determined the effect of the ASU on our Consolidated Financial Statements nor have we selected a transition date.
- ASU 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. ASU 2016-09 impacts several aspects of the accounting for share-based payment transactions, including classification of certain items on the Consolidated Statement of Cash Flows and accounting for income taxes. Specifically, the ASU requires that excess tax benefits and tax deficiencies (the difference between the deduction for tax purposes and the compensation cost recognized for financial reporting purposes) be recognized as income tax expense or benefit in the Consolidated Statement of Earnings, introducing a new element of volatility to the provision for income taxes. ASU 2016-09 is effective on January 1, 2017, with early adoption permitted. The transition method varies for each of the areas in the ASU. We have not yet determined the effect of the ASU on our Consolidated Financial Statements nor have we selected a transition date.

Other ASUs issued by the FASB in 2016 but not yet effective are not expected to have a material effect on our Consolidated Financial Statements.

B. ACQUISITIONS AND DIVESTITURES, GOODWILL, AND INTANGIBLE ASSETS

Acquisitions and Divestitures

In the first quarter of 2016, we acquired an aircraft management and charter services provider in our Aerospace group and a manufacturer of unmanned underwater vehicles (UUVs) in our Information Systems and Technology group. These amounts are included in other investing activities in the unaudited Consolidated Statement of Cash Flows. We did not acquire any businesses in 2015.

The operating results of these acquisitions have been included with our reported results since the respective closing dates. The purchase prices of the acquisitions have been allocated to the estimated fair value of net tangible and intangible assets acquired, with any excess purchase price recorded as goodwill.

In 2015, we completed the sale of our axle business in the Combat Systems group and a commercial cyber security business in our Information Systems and Technology group. In the first quarter of 2016, we recognized a final adjustment to the loss on the sale of the axle business of \$13 in discontinued operations.

Goodwill

The changes in the carrying amount of goodwill by reporting unit for the three months ended April 3, 2016, were as follows:

	Aerospace	Combat Systems	Information Systems and Technology	Marine Systems	Total Goodwill
December 31, 2015 (a)	\$ 2,542	\$ 2,591	\$ 6,021	\$ 289	\$ 11,443
Acquisitions (b)	17	—	—	—	17
Other (c)	68	57	10	—	135
April 3, 2016	\$ 2,627	\$ 2,648	\$ 6,031	\$ 289	\$ 11,595

(a) Goodwill on December 31, 2015, in the Information Systems and Technology reporting unit is net of \$2 billion of accumulated impairment losses.

(b) Includes adjustments during the purchase price allocation period.

(c) Consists primarily of adjustments for foreign currency translation.

Intangible Assets

Intangible assets consisted of the following:

	Gross Carrying Amount (a)	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount (a)	Accumulated Amortization	Net Carrying Amount
	April 3, 2016			December 31, 2015		
Contract and program intangible assets (b)	\$ 1,634	\$ (1,236)	\$ 398	\$ 1,626	\$ (1,214)	\$ 412
Trade names and trademarks	472	(134)	338	455	(127)	328
Technology and software	120	(97)	23	119	(96)	23
Other intangible assets	154	(154)	—	154	(154)	—
Total intangible assets	\$ 2,380	\$ (1,621)	\$ 759	\$ 2,354	\$ (1,591)	\$ 763

(a) Change in gross carrying amounts consists primarily of adjustments for foreign currency translation and acquired intangible assets.

(b) Consists of acquired backlog and probable follow-on work and associated customer relationships.

Amortization expense was \$27 and \$30 for the three-month periods ended April 3, 2016, and April 5, 2015, respectively.

C. EARNINGS PER SHARE

We compute basic earnings per share (EPS) using net earnings for the period and the weighted average number of common shares outstanding during the period. Basic weighted average shares outstanding have decreased throughout 2016 and 2015 due to share repurchases. See Note J for additional details of our share repurchases. Diluted EPS incorporates the additional shares issuable upon the assumed exercise of stock options and the release of restricted stock and restricted stock units (RSUs).

Basic and diluted weighted average shares outstanding were as follows (in thousands):

Three Months Ended	April 3, 2016	April 5, 2015
Basic weighted average shares outstanding	307,928	329,154
Dilutive effect of stock options and restricted stock/RSUs*	4,418	5,528
Diluted weighted average shares outstanding	312,346	334,682

* Excludes outstanding options to purchase shares of common stock because these options had exercise prices in excess of the average market price of our common stock during the period and therefore the effect of including these options would be antidilutive. These options totaled 2,948 and 722 for the three-month periods ended April 3, 2016 , and April 5, 2015 , respectively.

D. FAIR VALUE

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market in an orderly transaction between marketplace participants. Various valuation approaches can be used to determine fair value, each requiring different valuation inputs. The following hierarchy classifies the inputs used to determine fair value into three levels:

- Level 1 – quoted prices in active markets for identical assets or liabilities;
- Level 2 – inputs, other than quoted prices, observable by a marketplace participant either directly or indirectly; and
- Level 3 – unobservable inputs significant to the fair value measurement.

We did not have any significant non-financial assets or liabilities measured at fair value on April 3, 2016 , or December 31, 2015

Our financial instruments include cash and equivalents, marketable securities and other investments; accounts receivable and accounts payable; short- and long-term debt; and derivative financial instruments. The carrying values of cash and equivalents, accounts receivable and payable and short-term debt on the Consolidated Balance Sheet approximate their fair value. The following tables present the fair values of our other financial assets and liabilities on April 3, 2016 , and December 31, 2015 , and the basis for determining their fair values:

	Carrying Value	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2) (b)
Financial Assets (Liabilities) (a)	April 3, 2016			
Available-for-sale securities	\$ 186	\$ 186	\$ 93	\$ 93
Derivatives	(485)	(485)	—	(485)
Long-term debt, including current portion	(3,426)	(3,475)	—	(3,475)
	December 31, 2015			
Available-for-sale securities	186	186	124	62
Derivatives	(673)	(673)	—	(673)
Long-term debt, including current portion	(3,425)	(3,381)	—	(3,381)

(a) We had no Level 3 financial instruments on April 3, 2016 , or December 31, 2015 .

(b) Determined under a market approach using valuation models that incorporate observable inputs such as interest rates, bond yields and quoted prices for similar assets and liabilities.

E. INCOME TAXES

Net Deferred Tax Asset. Our net deferred tax asset was included on the Consolidated Balance Sheets in other assets and liabilities as follows:

	April 3, 2016	December 31, 2015
Current deferred tax asset	\$ 11	\$ 3
Current deferred tax liability	(819)	(829)
Noncurrent deferred tax asset	1,177	1,272
Noncurrent deferred tax liability	(84)	(75)
Net deferred tax asset	\$ 285	\$ 371

Tax Uncertainties. For all periods open to examination by tax authorities, we periodically assess our liabilities and contingencies based on the latest available information. Where we believe there is more than a 50 percent chance that our tax position will not be sustained, we record our best estimate of the resulting tax liability, including interest, in the Consolidated Financial Statements. We include any interest or penalties incurred in connection with income taxes as part of income tax expense.

We participate in the Internal Revenue Service (IRS) Compliance Assurance Process (CAP), a real-time audit of our consolidated federal corporate income tax return. The IRS has examined our consolidated federal income tax returns through 2014 . We do not expect the resolution of tax matters for open years to have a material impact on our results of operations, financial condition, cash flows or effective tax rate.

Based on all known facts and circumstances and current tax law, we believe the total amount of any unrecognized tax benefits on April 3, 2016 , is not material to our results of operations, financial condition or cash flows, and if recognized, would not have a material impact on our effective tax rate. In addition, there are no tax positions for which it is reasonably possible that the unrecognized tax benefits will significantly vary over the next 12 months, producing, individually or in the aggregate, a material effect on our results of operations, financial condition or cash flows.

F. CONTRACTS IN PROCESS

Contracts in process represent recoverable costs and, where applicable, accrued profit related to long-term contracts less associated advances and progress payments. These amounts have been inventoried until the customer is billed, generally in accordance with the agreed-upon billing terms or upon shipment of products or rendering of services. Contracts in process consisted of the following:

	April 3, 2016	December 31, 2015
Contract costs and estimated profits	\$ 24,969	\$ 20,742
Other contract costs	907	965
	25,876	21,707
Advances and progress payments	(21,171)	(17,350)
Total contracts in process	\$ 4,705	\$ 4,357

Contract costs primarily include labor, material, overhead and, when appropriate, G&A expenses. Contract costs also may include estimated contract recoveries for matters such as contract changes and claims for unanticipated contract costs. We record revenue associated with these matters only when the amount of recovery can be estimated reliably and realization is probable.

Other contract costs represent amounts that are not currently allocable to government contracts, such as a portion of our estimated workers' compensation obligations, other insurance-related assessments, pension and other post-retirement benefits, and environmental expenses. These costs will become allocable to contracts generally after they are paid. We expect to recover these costs through ongoing business, including existing backlog and probable follow-on contracts. If the backlog in the future does not support the continued deferral of these costs, the profitability of our remaining contracts could be adversely affected.

G. INVENTORIES

Our inventories represent primarily business-jet components and are stated at the lower of cost or net realizable value. Work in process represents largely labor, material and overhead costs associated with aircraft in the manufacturing process and is based primarily on the estimated average unit cost of the units in a production lot. Raw materials are valued primarily on the first-in, first-out method. We record pre-owned aircraft acquired in connection with the sale of new aircraft at the lower of the trade-in value or the estimated net realizable value.

Inventories consisted of the following:

	April 3, 2016	December 31, 2015
Work in process	\$ 2,055	\$ 1,889
Raw materials	1,346	1,376
Finished goods	32	28
Pre-owned aircraft	71	73
Total inventories	\$ 3,504	\$ 3,366

H. DEBT

Debt consisted of the following:

		April 3, 2016	December 31, 2015
Fixed-rate notes due:	Interest rate		
July 2016	2.250%	500	500
November 2017	1.000%	900	900
July 2021	3.875%	500	500
November 2022	2.250%	1,000	1,000
November 2042	3.600%	500	500
Other	Various	26	25
Total debt - principal		3,426	3,425
Less unamortized debt issuance costs and discounts		26	26
Total debt		3,400	3,399
Less current portion		501	501
Long-term debt		\$ 2,899	\$ 2,898

Our fixed-rate notes are fully and unconditionally guaranteed by several of our 100 -percent-owned subsidiaries (see Note O for condensed consolidating financial statements). We have the option to redeem the notes prior to their maturity in whole or part for the principal plus any accrued but unpaid interest and applicable make-whole amounts.

On April 3, 2016 , we had no commercial paper outstanding, but we maintain the ability to access the commercial paper market in the future. We have \$2 billion in committed bank credit facilities for general corporate purposes and working capital needs. These credit facilities include a \$1 billion multi-year facility expiring in July 2018 and a \$1 billion multi-year facility expiring in November 2020 . These facilities are required by rating agencies to support our commercial paper issuances. We may renew or replace, in whole or part, these credit facilities at or prior to their expiration dates. Our bank credit facilities are guaranteed by several of our 100 -percent-owned subsidiaries. We also have an effective shelf registration on file with the SEC that allows us to access the debt markets.

Fixed-rate notes of \$500 mature in July 2016. As we approach the maturity date of this debt, we will determine whether to repay these notes with cash on hand or refinance the obligation.

Our financing arrangements contain a number of customary covenants and restrictions. We were in compliance with all material covenants on April 3, 2016 .

I. OTHER LIABILITIES

A summary of significant other liabilities by balance sheet caption follows:

	April 3, 2016	December 31, 2015
Deferred income taxes	\$ 819	\$ 829
Salaries and wages	607	648
Fair value of cash flow hedges	561	780
Workers' compensation	353	369
Retirement benefits	301	304
Other (a)	1,571	1,376
Total other current liabilities	\$ 4,212	\$ 4,306
Retirement benefits	\$ 4,199	\$ 4,251
Customer deposits on commercial contracts	415	506
Deferred income taxes	84	75
Other (b)	1,100	1,084
Total other liabilities	\$ 5,798	\$ 5,916

(a) Consists primarily of dividends payable, taxes payable, environmental remediation reserves, warranty reserves, deferred revenue and supplier contributions in the Aerospace group, liabilities of discontinued operations and insurance-related costs.

(b) Consists primarily of liabilities for warranty reserves and workers' compensation and liabilities of discontinued operations.

J. SHAREHOLDERS' EQUITY

Share Repurchases. Our board of directors authorizes management's repurchase of shares of common stock on the open market from time to time. On March 2, 2016, the board of directors authorized management to repurchase up to 10 million additional shares. In the first three months of 2016, we repurchased 7.8 million of our outstanding shares for \$1 billion. As some of these shares had not settled on April 3, 2016, the associated \$13 cash outflow will be reported in the second quarter. On April 3, 2016, 11.8 million shares remained authorized by our board of directors for repurchase, approximately 4 percent of our total shares outstanding. We repurchased 22.8 million shares for a total of \$3.2 billion in 2015, including 4.7 million shares for \$634 in the first three months of 2015.

Dividends per Share. Dividends declared per share were \$0.76 and \$0.69 for the three-month periods ended April 3, 2016, and April 5, 2015, respectively. Cash dividends paid were \$215 and \$206 for the three-month periods ended April 3, 2016, and April 5, 2015, respectively.

Accumulated Other Comprehensive Loss. The changes, pretax and net of tax, in each component of AOCL consisted of the following:

	Losses on Cash Flow Hedges	Unrealized Gains on Securities	Foreign Currency Translation Adjustments	Changes in Retirement Plans' Funded Status	AOCL
December 31, 2015	\$ (487)	\$ 20	\$ 178	\$ (2,997)	\$ (3,286)
Other comprehensive income, pretax	182	(9)	181	60	414
Provision for income tax, net	45	(3)	5	22	69
Other comprehensive income, net of tax	137	(6)	176	38	345
April 3, 2016	\$ (350)	\$ 14	\$ 354	\$ (2,959)	\$ (2,941)
December 31, 2014	\$ (173)	\$ 22	\$ 541	\$ (3,322)	\$ (2,932)
Other comprehensive loss, pretax	(383)	2	(104)	97	(388)
Benefit for income tax, net	(135)	2	(5)	34	(104)
Other comprehensive loss, net of tax	(248)	—	(99)	63	(284)
April 5, 2015	\$ (421)	\$ 22	\$ 442	\$ (3,259)	\$ (3,216)

Amounts reclassified out of AOCL related primarily to changes in retirement plans' funded status and consisted of pretax recognized net actuarial losses of \$83 and \$112 for the three-month periods ended April 3, 2016 , and April 5, 2015 , respectively. This was offset partially by pretax amortization of prior service credit of \$19 and \$18 for the three-month periods ended April 3, 2016 , and April 5, 2015 , respectively. These AOCL components are included in our net periodic pension and other post-retirement benefit cost. See Note M for additional details.

K. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

We are exposed to market risk, primarily from foreign currency exchange rates, interest rates, commodity prices and investments. We may use derivative financial instruments to hedge some of these risks as described below. We do not use derivatives for trading or speculative purposes.

Foreign Currency Risk and Hedging Activities. Our foreign currency exchange rate risk relates to receipts from customers, payments to suppliers and inter-company transactions denominated in foreign currencies. To the extent possible, we include terms in our contracts that are designed to protect us from this risk. Otherwise, we enter into derivative financial instruments, principally foreign currency forward purchase and sale contracts, designed to offset and minimize our risk. The three -year average maturity of these instruments generally matches the duration of the activities that are at risk.

We had \$7.5 billion in notional forward exchange contracts outstanding on April 3, 2016 , and \$7.2 billion on December 31, 2015 . We recognize derivative financial instruments on the Consolidated Balance Sheet at fair value (see Note D).

We record changes in the fair value of derivative financial instruments in operating costs and expenses in the Consolidated Statement of Earnings or in other comprehensive loss (OCL) within the Consolidated Statement of Comprehensive Income depending on whether the derivative is designated and qualifies for hedge accounting. Gains and losses related to derivatives that qualify as cash flow hedges are deferred in OCL until the underlying transaction is reflected in earnings. We adjust derivative financial instruments not designated as cash flow hedges to market value each period and record the gain or loss in the Consolidated Statement of Earnings. The gains and losses on these instruments generally offset losses and gains on the assets, liabilities and other transactions being hedged. Gains and losses resulting from hedge ineffectiveness

are recognized in the Consolidated Statement of Earnings for all derivative financial instruments, regardless of designation.

Net gains and losses recognized in earnings, including gains and losses related to hedge ineffectiveness, were not material to our results of operations for the three-month periods ended April 3, 2016 , and April 5, 2015 . Net gains and losses reclassified to earnings from OCL were not material to our results of operations for the three-month periods ended April 3, 2016 , and April 5, 2015 , and we do not expect the amount of these gains and losses that will be reclassified to earnings during the next 12 months to be material.

We had no material derivative financial instruments designated as fair value or net investment hedges on April 3, 2016 , or December 31, 2015 .

Interest Rate Risk. Our financial instruments subject to interest rate risk include fixed-rate long-term debt obligations and variable-rate commercial paper. However, the risk associated with these instruments is not material.

Commodity Price Risk. We are subject to rising labor and commodity price risk, primarily on long-term fixed-price contracts. To the extent possible, we include terms in our contracts that are designed to protect us from these risks. Some of the protective terms included in our contracts are considered derivatives but are not accounted for separately because they are clearly and closely related to the host contract. We have not entered into any material commodity hedging contracts but may do so as circumstances warrant. We do not believe that changes in labor or commodity prices will have a material impact on our results of operations or cash flows.

Investment Risk. Our investment policy allows for purchases of fixed-income securities with an investment-grade rating and a maximum maturity of up to five years . On April 3, 2016 , we held \$1.9 billion in cash and equivalents, but held no marketable securities.

Foreign Currency Financial Statement Translation. We translate foreign currency balance sheets from our international businesses' functional currency (generally the respective local currency) to U.S. dollars at end-of-period exchange rates, and statements of earnings at average exchange rates for each period. The resulting foreign currency translation adjustments are a component of OCL.

We do not hedge the fluctuation in reported revenue and earnings resulting from the translation of these international operations' results into U.S. dollars. Although negative, the impact of translating our non-U.S. operations' revenue and earnings into U.S. dollars was not material to our results of operations for the three-month periods ended April 3, 2016 , or April 5, 2015 . In addition, the effect of changes in foreign exchange rates on non-U.S. cash balances was not material in the first three months of either 2016 or 2015 .

L. COMMITMENTS AND CONTINGENCIES

Litigation

Various claims and other legal proceedings incidental to the normal course of business are pending or threatened against us. These matters relate to such issues as government investigations and claims, the protection of the environment, asbestos-related claims and employee-related matters. The nature of litigation is such that we cannot predict the outcome of these matters. However, based on information currently available, we believe any potential liabilities in these proceedings, individually or in the aggregate, will not have a material impact on our results of operations, financial condition or cash flows.

Environmental

We are subject to and affected by a variety of federal, state, local and foreign environmental laws and regulations. We are directly or indirectly involved in environmental investigations or remediation at some of our current and former facilities and third-party sites that we do not own but where we have been designated a Potentially Responsible Party (PRP) by the U.S. Environmental Protection Agency or a state environmental agency. Based on historical experience, we expect a significant percentage of the total remediation and compliance costs associated with these facilities will continue to be allowable contract costs and, therefore, recoverable under U.S. government contracts.

As required, we provide financial assurance for certain sites undergoing or subject to investigation or remediation. We accrue environmental costs when it is probable that a liability has been incurred and the amount can be reasonably estimated. Where applicable, we seek insurance recovery for costs related to environmental liabilities. We do not record insurance recoveries before collection is considered probable. Based on all known facts and analyses, we do not believe that our liability at any individual site, or in the aggregate, arising from such environmental conditions, will be material to our results of operations, financial condition or cash flows. We also do not believe that the range of reasonably possible additional loss beyond what has been recorded would be material to our results of operations, financial condition or cash flows.

Other

Government Contracts. As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, including claims for fines, penalties, and compensatory and treble damages. We believe the outcome of such ongoing government audits and investigations will not have a material impact on our results of operations, financial condition or cash flows.

In the performance of our contracts, we routinely request contract modifications that require additional funding from the customer. Most often, these requests are due to customer-directed changes in the scope of work. While we are entitled to recovery of these costs under our contracts, the administrative process with our customer may be protracted. Based on the circumstances, we periodically file requests for equitable adjustment (REAs) that are sometimes converted into claims. In some cases, these requests are disputed by our customer. We believe our outstanding modifications, REAs and claims will be resolved without material impact to our results of operations, financial condition or cash flows.

Letters of Credit and Guarantees. In the ordinary course of business, we have entered into letters of credit, bank guarantees, surety bonds and other similar arrangements with financial institutions and insurance carriers totaling approximately \$1.2 billion on April 3, 2016. In addition, from time to time and in the ordinary course of business, we contractually guarantee the payment or performance obligations of our subsidiaries arising under certain contracts.

Aircraft Trade-ins. In connection with orders for new aircraft in funded contract backlog, our Aerospace group has outstanding options with some customers to trade in aircraft as partial consideration in their new-aircraft transaction. These trade-in commitments are structured to establish the fair market value of the trade-in aircraft at a date generally 45 or fewer days preceding delivery of the new aircraft to the customer. At that time, the customer is required to either exercise the option or allow its expiration. Any excess of the pre-established trade-in price above the fair market value at the time the new outfitted aircraft is delivered is treated as a reduction of revenue in the new-aircraft sales transaction.

Product Warranties. We provide warranties to our customers associated with certain product sales. We record estimated warranty costs in the period in which the related products are delivered. The warranty liability recorded at each balance sheet date is based generally on the number of months of warranty coverage remaining for the products delivered and the average historical monthly warranty payments. Warranty obligations incurred in connection with long-term production contracts are accounted for within the contract

estimates at completion. Our other warranty obligations, primarily for business-jet aircraft, are included in other current and noncurrent liabilities on the Consolidated Balance Sheet.

The changes in the carrying amount of warranty liabilities for the three-month periods ended April 3, 2016 , and April 5, 2015 , were as follows:

Three Months Ended	April 3, 2016	April 5, 2015
Beginning balance	\$ 465	\$ 428
Warranty expense	27	31
Payments	(22)	(29)
Adjustments	(1)	—
Ending balance	\$ 469	\$ 430

M. RETIREMENT PLANS

We provide defined-contribution benefits to eligible employees, as well as some remaining defined-benefit pension and other post-retirement benefits.

Net periodic defined-benefit pension and other post-retirement benefit cost for the three-month periods ended April 3, 2016 , and April 5, 2015 , consisted of the following:

Three Months Ended	Pension Benefits		Other Post-retirement Benefits	
	April 3, 2016	April 5, 2015	April 3, 2016	April 5, 2015
Service cost	\$ 44	\$ 57	\$ 3	\$ 3
Interest cost	114	133	8	11
Expected return on plan assets	(178)	(174)	(8)	(8)
Recognized net actuarial loss	84	110	(1)	2
Amortization of prior service credit	(17)	(17)	(2)	(1)
Net periodic benefit cost	\$ 47	\$ 109	\$ —	\$ 7

Beginning in 2016, we refined the method used to determine the service and interest cost components of our net periodic benefit cost. Previously, the cost was determined using a single weighted-average discount rate derived from a yield curve developed from a portfolio of high-quality fixed-income investments with maturities consistent with the projected benefit payout period. Under the refined method, known as the spot rate approach, we use individual spot rates along the yield curve that correspond with the timing of each benefit payment. We believe this change provides a more precise measurement of service and interest costs by improving the correlation between projected cash outflows and corresponding spot rates on the yield curve. Compared to the previous method, the spot rate approach will decrease the service and interest components of our benefit costs slightly in 2016. We accounted for this change prospectively as a change in accounting estimate.

Our contractual arrangements with the U.S. government provide for the recovery of contributions to our pension and other post-retirement benefit plans covering employees working in our defense business groups. For non-funded plans, our government contracts allow us to recover claims paid. Following payment, these recoverable amounts are allocated to contracts and billed to the customer in accordance with the Cost Accounting Standards (CAS) and specific contractual terms. For some of these plans, the cumulative pension and post-retirement benefit cost exceeds the amount currently allocable to contracts. To the extent recovery of the cost is considered probable based on our backlog and probable follow-on

contracts, we defer the excess in contracts in process on the Consolidated Balance Sheet until the cost is allocable to contracts. See Note F for discussion of our deferred contract costs. For other plans, the amount allocated to contracts and included in revenue has exceeded the plans' cumulative benefit cost. We have deferred recognition of these excess earnings to provide a better matching of revenue and expenses. These deferrals have been classified against the plan assets on the Consolidated Balance Sheet.

N. BUSINESS GROUP INFORMATION

We operate in four business groups: Aerospace, Combat Systems, Information Systems and Technology, and Marine Systems. We organize our business groups in accordance with the nature of products and services offered. We measure each group's profitability based on operating earnings. As a result, we do not allocate net interest, other income and expense items, and income taxes to our business groups.

Summary financial information for each of our business groups follows:

Three Months Ended	Revenue		Operating Earnings	
	April 3, 2016	April 5, 2015	April 3, 2016	April 5, 2015
Aerospace	\$ 1,987	\$ 2,108	\$ 411	\$ 431
Combat Systems	1,273	1,363	217	204
Information Systems and Technology	2,333	2,370	248	217
Marine Systems	2,131	1,943	192	188
Corporate*	—	—	(15)	(13)
Total	\$ 7,724	\$ 7,784	\$ 1,053	\$ 1,027

* Corporate operating results consist primarily of stock option expense.

O. CONDENSED CONSOLIDATING FINANCIAL STATEMENTS

The fixed-rate notes described in Note H are fully and unconditionally guaranteed on an unsecured, joint and several basis by certain of our 100 -percent-owned subsidiaries (the guarantors). The following condensed consolidating financial statements illustrate the composition of the parent, the guarantors on a combined basis (each guarantor together with its majority-owned subsidiaries) and all other subsidiaries on a combined basis.

CONDENSED CONSOLIDATING STATEMENTS OF EARNINGS (UNAUDITED)

Three Months Ended April 3, 2016	Parent	Guarantors on a Combined Basis	Other Subsidiaries on a Combined Basis	Consolidating Adjustments	Total Consolidated
Revenue	\$ —	\$ 6,816	\$ 908	\$ —	\$ 7,724
Cost of sales	4	5,510	697	—	6,211
G&A	11	378	71	—	460
Operating earnings	(15)	928	140	—	1,053
Interest, net	(23)	—	1	—	(22)
Other, net	10	—	—	—	10
Earnings before income tax	(28)	928	141	—	1,041
Provision for income tax, net	(12)	297	26	—	311
Discontinued operations	(13)	—	—	—	(13)
Equity in net earnings of subsidiaries	746	—	—	(746)	—
Net earnings	\$ 717	\$ 631	\$ 115	\$ (746)	\$ 717
Comprehensive income	\$ 1,062	\$ 632	\$ 429	\$ (1,061)	\$ 1,062
Three Months Ended April 5, 2015					
Revenue	\$ —	\$ 6,768	\$ 1,016	\$ —	\$ 7,784
Cost of sales	1	5,462	791	—	6,254
G&A	12	416	75	—	503
Operating earnings	(13)	890	150	—	1,027
Interest, net	(23)	1	1	—	(21)
Other, net	1	2	—	—	3
Earnings before income tax	(35)	893	151	—	1,009
Provision for income tax, net	(25)	290	28	—	293
Equity in net earnings of subsidiaries	726	—	—	(726)	—
Net earnings	\$ 716	\$ 603	\$ 123	\$ (726)	\$ 716
Comprehensive income	\$ 432	\$ 606	\$ (224)	\$ (382)	\$ 432

CONDENSED CONSOLIDATING BALANCE SHEET (UNAUDITED)

April 3, 2016	Parent	Guarantors on a Combined Basis	Other Subsidiaries on a Combined Basis	Consolidating Adjustments	Total Consolidated
ASSETS					
Current assets:					
Cash and equivalents	\$ 986	\$ —	\$ 921	\$ —	\$ 1,907
Accounts receivable	—	1,251	2,403	—	3,654
Contracts in process	467	2,957	1,281	—	4,705
Inventories					
Work in process	—	2,040	15	—	2,055
Raw materials	—	1,310	36	—	1,346
Finished goods	—	25	7	—	32
Pre-owned aircraft	—	71	—	—	71
Other current assets	9	200	209	—	418
Total current assets	1,462	7,854	4,872	—	14,188
Noncurrent assets:					
Property, plant and equipment	191	6,402	1,156	—	7,749
Accumulated depreciation of PP&E	(61)	(3,494)	(717)	—	(4,272)
Intangible assets	—	1,446	934	—	2,380
Accumulated amortization of intangible assets	—	(1,142)	(479)	—	(1,621)
Goodwill	—	8,041	3,554	—	11,595
Other assets	1,271	240	172	—	1,683
Investment in subsidiaries	41,439	—	—	(41,439)	—
Total noncurrent assets	42,840	11,493	4,620	(41,439)	17,514
Total assets	\$ 44,302	\$ 19,347	\$ 9,492	\$ (41,439)	\$ 31,702
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities:					
Short-term debt	\$ 500	\$ 1	\$ —	\$ —	\$ 501
Customer advances and deposits	—	2,825	2,735	—	5,560
Other current liabilities	1,504	3,453	1,405	—	6,362
Total current liabilities	2,004	6,279	4,140	—	12,423
Noncurrent liabilities:					
Long-term debt	2,874	25	—	—	2,899
Other liabilities	3,343	1,947	508	—	5,798
Total noncurrent liabilities	6,217	1,972	508	—	8,697
Intercompany	25,499	(24,188)	(1,311)	—	—
Shareholders' equity:					
Common stock	482	6	2,354	(2,360)	482
Other shareholders' equity	10,100	35,278	3,801	(39,079)	10,100
Total shareholders' equity	10,582	35,284	6,155	(41,439)	10,582
Total liabilities and shareholders' equity	\$ 44,302	\$ 19,347	\$ 9,492	\$ (41,439)	\$ 31,702

CONDENSED CONSOLIDATING BALANCE SHEET

December 31, 2015	Parent	Guarantors on a Combined Basis	Other Subsidiaries on a Combined Basis	Consolidating Adjustments	Total Consolidated
ASSETS					
Current assets:					
Cash and equivalents	\$ 1,732	\$ —	\$ 1,053	\$ —	\$ 2,785
Accounts receivable	—	1,181	2,265	—	3,446
Contracts in process	514	2,795	1,048	—	4,357
Inventories					
Work in process	—	1,882	7	—	1,889
Raw materials	—	1,344	32	—	1,376
Finished goods	—	23	5	—	28
Pre-owned aircraft	—	73	—	—	73
Other current assets	140	213	264	—	617
Total current assets	2,386	7,511	4,674	—	14,571
Noncurrent assets:					
Property, plant and equipment	189	6,386	1,101	—	7,676
Accumulated depreciation of PP&E	(59)	(3,462)	(689)	—	(4,210)
Intangible assets	—	1,445	909	—	2,354
Accumulated amortization of intangible assets	—	(1,122)	(469)	—	(1,591)
Goodwill	—	8,040	3,403	—	11,443
Other assets	1,379	207	168	—	1,754
Investment in subsidiaries	40,062	—	—	(40,062)	—
Total noncurrent assets	41,571	11,494	4,423	(40,062)	17,426
Total assets	\$ 43,957	\$ 19,005	\$ 9,097	\$ (40,062)	\$ 31,997
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities:					
Short-term debt	\$ 500	\$ 1	\$ —	\$ —	\$ 501
Customer advances and deposits	—	3,038	2,636	—	5,674
Other current liabilities	1,331	3,309	1,630	—	6,270
Total current liabilities	1,831	6,348	4,266	—	12,445
Noncurrent liabilities:					
Long-term debt	2,874	24	—	—	2,898
Other liabilities	3,417	2,021	478	—	5,916
Total noncurrent liabilities	6,291	2,045	478	—	8,814
Intercompany	25,097	(23,816)	(1,281)	—	—
Shareholders' equity:					
Common stock	482	6	2,354	(2,360)	482
Other shareholders' equity	10,256	34,422	3,280	(37,702)	10,256
Total shareholders' equity	10,738	34,428	5,634	(40,062)	10,738
Total liabilities and shareholders' equity	\$ 43,957	\$ 19,005	\$ 9,097	\$ (40,062)	\$ 31,997

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS (UNAUDITED)

Three Months Ended April 3, 2016	Parent	Guarantors on a Combined Basis	Other Subsidiaries on a Combined Basis	Consolidating Adjustments	Total Consolidated
Net cash provided by operating activities*	\$ 61	\$ 314	\$ 64	\$ —	\$ 439
Cash flows from investing activities:					
Capital expenditures	(1)	(58)	(6)	—	(65)
Other, net	6	(21)	(38)	—	(53)
Net cash used by investing activities	5	(79)	(44)	—	(118)
Cash flows from financing activities:					
Purchases of common stock	(1,026)	—	—	—	(1,026)
Dividends paid	(215)	—	—	—	(215)
Proceeds from stock option exercises	33	—	—	—	33
Other, net	15	—	—	—	15
Net cash used by financing activities	(1,193)	—	—	—	(1,193)
Net cash used by discontinued operations	(6)	—	—	—	(6)
Cash sweep/funding by parent	387	(235)	(152)	—	—
Net decrease in cash and equivalents	(746)	—	(132)	—	(878)
Cash and equivalents at beginning of period	1,732	—	1,053	—	2,785
Cash and equivalents at end of period	\$ 986	\$ —	\$ 921	\$ —	\$ 1,907
Three Months Ended April 5, 2015					
Net cash provided by operating activities*	\$ (101)	\$ 760	\$ 86	\$ —	\$ 745
Cash flows from investing activities:					
Maturities of held-to-maturity securities	500	—	—	—	500
Capital expenditures	(2)	(89)	(7)	—	(98)
Other, net	1	93	—	—	94
Net cash provided by investing activities	499	4	(7)	—	496
Cash flows from financing activities:					
Purchases of common stock	(620)	—	—	—	(620)
Repayment of fixed-rate notes	(500)	—	—	—	(500)
Dividends paid	(206)	—	—	—	(206)
Proceeds from stock option exercises	87	—	—	—	87
Other, net	30	—	—	—	30
Net cash used by financing activities	(1,209)	—	—	—	(1,209)
Net cash used by discontinued operations	(8)	—	—	—	(8)
Cash sweep/funding by parent	882	(764)	(118)	—	—
Net increase in cash and equivalents	63	—	(39)	—	24
Cash and equivalents at beginning of period	2,536	—	1,852	—	4,388
Cash and equivalents at end of period	\$ 2,599	\$ —	\$ 1,813	\$ —	\$ 4,412

* Continuing operations only.

(Dollars in millions, except per-share amounts or unless otherwise noted)

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

BUSINESS OVERVIEW

General Dynamics is a global aerospace and defense company that offers a broad portfolio of products and services in business aviation; combat vehicles, weapons systems and munitions; C4ISR (command, control, communications, computers, intelligence, surveillance and reconnaissance) solutions and information technology (IT) services; and shipbuilding. We operate through four business groups: Aerospace, Combat Systems, Information Systems and Technology, and Marine Systems. Our primary customer is the U.S. government, including the Department of Defense, the intelligence community and other U.S. government customers. We also have significant business with non-U.S. governments and a diverse base of corporate and individual buyers of business-jet aircraft. The following discussion should be read in conjunction with our 2015 Annual Report on Form 10-K and with the unaudited Consolidated Financial Statements included in this Form 10-Q.

RESULTS OF OPERATIONS

INTRODUCTION

An understanding of our accounting practices is important to evaluate our financial statements and operating results. We recognize the majority of our revenue using the percentage-of-completion method of accounting. The following paragraphs explain how this method is applied in recognizing revenue and operating costs in our business groups.

In the Aerospace group, contracts for new aircraft have two major phases: the manufacture of the “green” aircraft and the aircraft’s outfitting, which includes exterior painting and installation of customer-selected interiors. We record revenue on these contracts at the completion of these two phases: when green aircraft are delivered to and accepted by the customer, and when the customer accepts final delivery of the outfitted aircraft. We do not recognize revenue at green delivery unless (1) a contract has been executed with the customer and (2) the customer can be expected to satisfy its obligations under the contract, as evidenced by the receipt of significant deposits from the customer and other factors. Revenue associated with the group’s completions of other original equipment manufacturers’ (OEMs) aircraft and the group’s services businesses are recognized as work progresses or upon delivery of services. Fluctuations in revenue from period to period result from the number and mix of new aircraft deliveries (green and outfitted), progress on aircraft completions and the level of aircraft service activity during the period.

The majority of the Aerospace group’s operating costs relates to new aircraft production on firm orders and consists of labor, material, subcontractor and overhead costs. The costs are accumulated in production lots, recorded in inventory and recognized as operating costs at green aircraft delivery based on the estimated average unit cost in a production lot. While changes in the estimated average unit cost for a production lot impact the level of operating costs, the amount of operating costs reported in a given period is based largely on the number and type of aircraft delivered. Operating costs in the Aerospace group’s completions and services businesses are recognized generally as incurred.

For new aircraft, operating earnings and margin are a function of the prices of our aircraft, our operational efficiency in manufacturing and outfitting the aircraft and the mix of higher-margin large-cabin and lower-

margin mid-cabin aircraft deliveries. Additional factors affecting the group's earnings and margin include the volume, mix and profitability of completions and services work performed, the volume of and market for pre-owned aircraft and the level of general and administrative (G&A) and net research and development (R&D) costs incurred by the group.

In the three defense groups, revenue on long-term government contracts is recognized as work progresses, as either products are produced or services are rendered. As a result, variations in revenue are discussed generally in terms of volume, typically measured by the level of activity on individual contracts or programs. Year-over-year variances attributed to volume are due to changes in production or service levels and delivery schedules.

Operating costs for the defense groups consist of labor, material, subcontractor, overhead and G&A costs and are recognized generally as incurred. Variances in costs recognized from period to period reflect primarily increases and decreases in production or activity levels on individual contracts and, therefore, result largely from the same factors that drive variances in revenue.

Operating earnings and margin in the defense groups are driven by changes in volume, performance or contract mix. Performance refers to changes in profitability based on revisions to estimates at completion on individual contracts. These revisions result from increases or decreases to the estimated value of the contract, the estimated costs to complete or both. Therefore, changes in costs incurred in the period compared with prior periods do not necessarily impact profitability. It is only when total estimated costs at completion on a given contract change without a corresponding change in the contract value that the profitability of that contract may be impacted. Contract mix refers to changes in the volume of higher- vs. lower-margin work. Additionally, higher or lower margins can be inherent in the contract type (e.g., fixed-price/cost-reimbursable) or type of work (e.g., development/production).

CONSOLIDATED OVERVIEW

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 7,724	\$ 7,784	\$ (60)	(0.8)%
Operating costs and expenses	6,671	6,757	(86)	(1.3)%
Operating earnings	1,053	1,027	26	2.5 %
Operating margin	13.6%	13.2%		

Our consolidated results for the first quarter of 2016 reflect strong operating performance, with operating earnings over \$1 billion for the sixth consecutive quarter and robust operating margin of 13.6 percent.

Revenue was slightly lower in the first quarter of 2016 driven primarily by decreased volume on several programs in our Combat Systems, Information Systems and Technology, and Aerospace groups. These decreases were offset partially by higher U.S. Navy ship construction activity in our Marine Systems group.

Operating costs and expenses decreased more than revenue, resulting in positive operating leverage. Consolidated operating margin expanded 40 basis points in the first quarter of 2016, due largely to improved performance and continued cost-reduction efforts in the Aerospace, Combat Systems, and Information Systems and Technology groups.

REVIEW OF BUSINESS GROUPS

Following is a discussion of operating results and outlook for each of our business groups. For the Aerospace group, results are analyzed for specific types of products and services, consistent with how the group is managed. For the defense groups, the discussion is based on the lines of products and services each group offers with a supplemental discussion of specific contracts and programs when significant to the group's results. Additional information regarding our business groups can be found in Note N to the unaudited Consolidated Financial Statements.

AEROSPACE

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 1,987	\$ 2,108	\$ (121)	(5.7)%
Operating earnings	411	431	(20)	(4.6)%
Operating margin	20.7%	20.4%		
Gulfstream aircraft deliveries (in units):				
Green	31	34	(3)	(8.8)%
Outfitted	27	32	(5)	(15.6)%

Operating Results

The decrease in the Aerospace group's revenue in the first quarter of 2016 consisted of the following:

Aircraft manufacturing, outfitting and completions	\$ (120)
Pre-owned aircraft	(5)
Aircraft services	4
Total decrease	\$ (121)

Aircraft manufacturing, outfitting and completions revenue decreased in the first quarter of 2016 due primarily to fewer planned deliveries of large-cabin aircraft, offset largely by additional deliveries of ultra-large-cabin G650 aircraft. We had one pre-owned aircraft sale in each of the first -quarter periods.

The decrease in the group's operating earnings in the first quarter of 2016 consisted of the following:

Aircraft manufacturing, outfitting and completions	\$ (55)
Pre-owned aircraft	(2)
Aircraft services	19
G&A/other expenses	18
Total decrease	\$ (20)

Aircraft manufacturing, outfitting and completions earnings were down due to fewer aircraft deliveries and the absence of a favorable supplier settlement received in the first quarter of 2015. Partially offsetting this decrease, the group's aircraft services performance was particularly strong in the quarter due to a favorable mix of work and improved labor efficiencies. In addition, G&A expenses were lower as a result of cost savings initiatives, including a reduction in indirect support staff in late 2015. Overall, the Aerospace group's operating margin increased 30 basis points in the first quarter of 2016 as a result of these operational efficiencies.

Outlook

We expect the group's full-year revenue to be slightly lower and operating margin somewhat higher compared with 2015 , resulting in steady operating earnings from 2015 to 2016 .

COMBAT SYSTEMS

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 1,273	\$ 1,363	\$ (90)	(6.6)%
Operating earnings	217	204	13	6.4 %
Operating margin	17.0%	15.0%		

Operating Results

The decrease in the Combat Systems group's revenue in the first quarter of 2016 consisted of the following:

International military vehicles	\$ (88)
U.S. military vehicles	(2)
Total decrease	\$ (90)

Revenue from international military vehicles decreased in the first quarter of 2016 due primarily to the transition from engineering to production on major combat-vehicle contracts for customers in the Middle East and Europe.

Translation of our international businesses' revenues into U.S. dollars in 2016 continues to be affected negatively by foreign currency exchange rate fluctuations, primarily due to the strengthening of the U.S. dollar against the Canadian dollar. Had foreign currency exchange rates in the first quarter of 2016 held constant from the same period in 2015, revenue in the Combat Systems group in the first quarter of 2016 would have decreased only 2.3 percent compared with the prior-year period.

The Combat Systems group's operating margin increased 200 basis points in the first quarter of 2016 . This margin expansion was driven by a favorable contract mix and improved operating performance, particularly on several mature U.S. military vehicle contracts.

Outlook

We expect the Combat Systems group's full-year revenue to increase slightly in 2016 . Operating margin is expected to remain strong in the mid-15 percent range consistent with 2015.

INFORMATION SYSTEMS AND TECHNOLOGY

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 2,333	\$ 2,370	\$ (37)	(1.6)%
Operating earnings	248	217	31	14.3 %
Operating margin	10.6%	9.2%		

Operating Results

The decrease in the Information Systems and Technology group's revenue in the first quarter of 2016 consisted of the following:

IT services	\$	(74)
C4ISR solutions		37
Total decrease	\$	(37)

Revenue decreased in our IT services business in the first quarter of 2016 driven by lower volume on our health solutions programs, including less contact-center services work for the Centers for Medicare & Medicaid Services. C4ISR solutions revenue increased in the first quarter of 2016 primarily as a result of higher volume on the U.S. Army's ruggedized computing equipment and Warfighter Information Network-Tactical (WIN-T) mobile communications network programs.

The group's operating margin increased 140 basis points in the first quarter of 2016. Margin expansion was driven primarily by strong program performance and favorable program mix. Additionally, the group continues to realize cost efficiencies following the 2015 consolidation of two of our businesses.

Outlook

We expect full-year 2016 revenue in the Information Systems and Technology group to be consistent with 2015. Operating margin is expected to approach double-digits.

MARINE SYSTEMS

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 2,131	\$ 1,943	\$ 188	9.7%
Operating earnings	192	188	4	2.1%
Operating margin	9.0%	9.7%		

Operating Results

The increase in the Marine Systems group's revenue in the first quarter of 2016 consisted of the following:

U.S. Navy ship construction	\$	151
U.S. Navy ship engineering, repair and other services		55
Commercial ship construction		(18)
Total increase	\$	188

The increase in U.S. Navy ship construction revenue in the first quarter of 2016 was due to higher volume on the Virginia-class submarine program, primarily on the Block IV contract. Revenue from U.S. Navy ship engineering, repair and other services increased in the first quarter of 2016 due primarily to development work on the Ohio-class submarine replacement program. In the first quarter of 2016, the U.S. Navy announced that Electric Boat would be the prime contractor for the design, development and delivery of the 12 new submarines in the Ohio-class replacement program. The lead ship is slated to start construction in 2021, with delivery to the Navy in 2027. Jones Act commercial ship construction revenue decreased slightly due to the timing of material volume. We delivered one liquefied natural gas (LNG)-powered containership in the first quarter of 2016 and have seven ships scheduled for delivery through 2017.

Operating margin decreased 70 basis points in the first quarter due to contract mix, reflecting a shift in workload from a mature prior-year Expeditionary Mobile Base (ESB) delivery that was replaced by commercial ship work.

Outlook

We expect the Marine Systems group's full-year 2016 revenue to be consistent with 2015. We expect the group's operating margin to be in the mid-9 percent range.

CORPORATE

Corporate results consist primarily of compensation expense for stock options. Corporate costs totaled \$15 in the first quarter of 2016 compared with \$13 in the first quarter of 2015. We expect full-year 2016 Corporate operating costs of approximately \$50.

OTHER INFORMATION

PRODUCT REVENUE AND OPERATING COSTS

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 4,864	\$ 4,932	\$ (68)	(1.4)%
Operating costs	3,784	3,819	(35)	(0.9)%

The decrease in product revenue in the first quarter of 2016 consisted of the following:

Military vehicle products	\$ (142)
Aircraft manufacturing, outfitting and completions	(124)
Ship construction	123
Other, net	75
Total decrease	\$ (68)

Product revenue decreased slightly in the first quarter of 2016 due primarily to fewer large-cabin aircraft deliveries and the transition from engineering to production on major combat-vehicle contracts for customers in the Middle East and Europe. These decreases were offset partially by an increase in ship construction revenue due primarily to higher volume on the Virginia-class submarine program.

Product operating costs decreased in the first quarter of 2016 due primarily to lower volume on the programs described above.

SERVICE REVENUE AND OPERATING COSTS

Three Months Ended	April 3, 2016	April 5, 2015	Variance	
Revenue	\$ 2,860	\$ 2,852	\$ 8	0.3 %
Operating costs	2,427	2,435	(8)	(0.3)%

The slight increase in service revenue in the first three months of 2016 consisted of the following:

IT services	\$ (119)
Ship engineering, repair and other services	65
Other, net	62
Total increase	\$ 8

Service revenue increased slightly in the first quarter of 2016 , despite a decrease in IT services revenue driven by lower volume on our health solutions programs, including less contact-center services work for the Centers for Medicare & Medicaid Services. The decrease in IT services revenue was more than offset by higher ship engineering, repair and other services revenue due primarily to increased development work on the Ohio-class submarine replacement program, along with other increases across our portfolio.

Service operating costs were essentially flat in the first quarter of 2016 as there was little change in the overall volume of services.

OTHER INFORMATION

G&A Expenses

As a percentage of revenue, G&A expenses were 6.0 percent and 6.5 percent in the first three months of 2016 and 2015 , respectively. We expect full-year G&A expenses in 2016 to be generally consistent with 2015 .

Interest, Net

Net interest expense was \$22 in the first three months of 2016 compared with \$21 in the same period in 2015 . We expect full-year 2016 net interest expense to be approximately \$95, up from 2015 due to reduced interest income on lower cash balances expected in 2016.

Provision for Income Tax, Net

Our effective tax rate was 29.9 percent in the first three months of 2016 compared with 29 percent in the prior-year period. The effective tax rate in 2015 included the impact of favorable contract close-outs. We anticipate the full-year effective tax rate to be in the mid-29 percent range in 2016 .

Discontinued Operations, Net of Tax

In the first quarter of 2016, we recognized a final adjustment to the loss on the sale of our axle business in the Combat Systems group of \$13 . The business was sold in 2015.

BACKLOG AND ESTIMATED POTENTIAL CONTRACT VALUE

Our total backlog, including funded and unfunded portions, was \$64.7 billion at the end of the first quarter of 2016 , down 2 percent from \$66.1 billion on December 31, 2015. Our total estimated contract value, which combines total backlog with estimated potential contract value, was \$89.2 billion on April 3, 2016 .

Estimated potential contract value includes work awarded on unfunded indefinite delivery, indefinite quantity (IDIQ) contracts or unexercised options associated with existing firm contracts. Contract options in our defense business represent agreements to perform additional work under existing contracts at the election of the customer. The actual amount of funding received in the future may be higher or lower than our estimate of potential contract value. We recognize options in backlog when the customer exercises the option and establishes a firm order. In the Aerospace group, estimated potential contract value primarily represents options to purchase new aircraft and long-term agreements with fleet customers.

The following table details the backlog and the estimated potential contract value of each business group at the end of the first quarter of 2016 and fourth quarter of 2015:

	Funded	Unfunded	Total Backlog	Estimated Potential Contract Value	Total Estimated Contract Value
	April 3, 2016				
Aerospace	\$ 12,465	\$ 147	\$ 12,612	\$ 2,368	\$ 14,980
Combat Systems	18,260	565	18,825	4,959	23,784
Information Systems and Technology	7,442	1,991	9,433	15,146	24,579
Marine Systems	16,547	7,317	23,864	1,999	25,863
Total	\$ 54,714	\$ 10,020	\$ 64,734	\$ 24,472	\$ 89,206
	December 31, 2015				
Aerospace	\$ 13,292	\$ 106	\$ 13,398	\$ 2,437	\$ 15,835
Combat Systems	18,398	597	18,995	5,059	24,054
Information Systems and Technology	6,827	1,755	8,582	14,702	23,284
Marine Systems	13,266	11,879	25,145	2,263	27,408
Total	\$ 51,783	\$ 14,337	\$ 66,120	\$ 24,461	\$ 90,581

AEROSPACE

Aerospace funded backlog represents aircraft and custom completion orders for which we have definitive purchase contracts and deposits from customers. Unfunded backlog consists of agreements to provide future aircraft maintenance and support services.

The group ended the first quarter of 2016 with backlog of \$12.6 billion compared with \$13.4 billion on December 31, 2015 . Orders received for Gulfstream aircraft reflected demand across our product portfolio, and were consistent with the level of first-quarter order activity in recent years.

DEFENSE GROUPS

The total backlog in our three defense groups represents the estimated remaining sales value of work to be performed under firm contracts. The funded portion of this backlog includes items that have been authorized and appropriated by the Congress and funded by the customer, as well as commitments by international customers that are similarly approved and funded by their governments. We have included in total backlog firm contracts at the amounts that we believe we are likely to receive funding, but there is no guarantee that future budgets and appropriations will provide the funding necessary for a given program.

Total backlog in our defense groups was \$52.1 billion on April 3, 2016 , down slightly from \$52.7 billion on December 31, 2015 . Our Information Systems and Technology group achieved a book-to-bill ratio (orders divided by revenue) well in excess of one-to-one, resulting in approximately \$850 in backlog growth in the group. In addition, the Combat Systems group's book-to-bill ratio was one-to-one. The slight decline in the group's backlog from year-end 2015 resulted from the foreign exchange translation effect of the strengthening U.S. dollar. As expected, Marine Systems backlog was down slightly as the group performs on major, multi-year contracts. Estimated potential contract value was \$22.1 billion on April 3, 2016 . Each of our defense groups received notable contract awards during the first quarter of 2016 .

Combat Systems awards included the following:

- \$405 from the Swiss government to upgrade Duro tactical vehicles through 2022.
- \$180 from the U.S. Army for spare parts and inventory management and support services for the Stryker family of vehicles.
- \$60 from the Army to design, develop and produce eight prototype Stryker vehicles with an integrated 30-millimeter gun system.

Information Systems and Technology awards included the following:

- \$310 for several space payloads.
- \$170 for new hardware, software and equipment to upgrade the United Kingdom Ministry of Defence's Bowman tactical communication system.
- \$160 from the Army for additional equipment for the Warfighter Information Network-Tactical (WIN-T) Increment 2 program.
- \$155 from the National Geospatial-Intelligence Agency (NGA) to consolidate NGA's operations from six locations to one stand-alone location at New Campus East (NCE).
- \$140 from the Army for ruggedized computing equipment under the CHS-4 program.
- \$95 for combat and seaframe control systems on an Independence-variant Littoral Combat Ship (LCS) for the U.S. Navy.

Marine Systems awards included the following:

- \$155 from the Navy for the planning and execution of depot-level maintenance, alterations and modifications to the USS Essex (LHD-2).
- \$140 from the Navy for lead yard and design services for the Virginia-class submarine program.
- \$80 from the Navy for Advanced Nuclear Plant Studies (ANPS) in support of the Ohio-class submarine replacement program.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

We ended the first quarter of 2016 with a cash balance of \$1.9 billion, down \$878 from the end of 2015. Our net debt position, defined as cash and equivalents and marketable securities less debt, was \$1.5 billion at the end of the first quarter of 2016 compared with \$614 at the end of 2015. The following is a discussion of our major operating, investing and financing activities, as classified on the unaudited Consolidated Statements of Cash Flows, in the first three months of 2016 and 2015.

OPERATING ACTIVITIES

We generated cash from operating activities of \$439 in the first three months of 2016 compared with \$745 in the same period in 2015. The primary driver of cash flows in both periods was net earnings. Cash flows in the first quarter of 2016 were negatively affected by the utilization of significant customer deposits related to a large contract for a Middle Eastern customer in our Combat Systems group and growth in operating working capital in our Aerospace group from the build-up of inventory related to the new G500 and G600 aircraft programs.

INVESTING ACTIVITIES

Cash used by investing activities was \$118 in the first three months of 2016 compared with cash provided by investing activities of \$496 in the same period in 2015 . The primary use of cash for investing activities in both periods was capital expenditures. We expect capital expenditures of approximately 2 percent of revenue in 2016 . Other investing activities included cash paid for business acquisitions, maturities of marketable securities and proceeds from asset sales. Cash provided by investing activities in 2015 included proceeds from the sale of our axle business in the Combat Systems group and \$500 of proceeds from maturing marketable securities.

FINANCING ACTIVITIES

Cash used for financing activities was \$1.2 billion in both the first three months of 2016 and the same period in 2015 . Our financing activities include repurchases of common stock, payment of dividends and debt repayments. Net cash from financing activities also include proceeds received from stock option exercises.

In the first three months of 2016 , we repurchased approximately 7.8 million of our outstanding shares for \$1 billion . As some of these shares had not settled on April 3, 2016, the associated \$13 cash outflow will be reported in the second quarter. On March 2, 2016, the board of directors authorized management to repurchase up to 10 million additional shares of common stock on the open market. On April 3, 2016 , 11.8 million shares remained authorized by our board of directors for repurchase, approximately 4 percent of our total shares outstanding. We repurchased 4.7 million shares for a total of \$634 in the first three months of 2015 .

On March 2, 2016 , our board of directors declared an increased quarterly dividend of \$0.76 per share, the 19th consecutive annual increase. The board had previously increased the quarterly dividend to \$0.69 per share in March 2015. Cash dividends paid were \$215 in the first three months of 2016 compared with \$206 in the same period in 2015 .

In the first three months of 2015 , we repaid \$500 of fixed-rate notes on their scheduled maturity date with the proceeds from the maturing marketable securities discussed in Investing Activities. An additional \$500 of fixed-rate notes mature in July 2016. As we approach the maturity date of this debt, we will determine whether to repay these notes with cash on hand or refinance the obligation. See Note H to the unaudited Consolidated Financial Statements for additional information regarding our debt obligations, including scheduled debt maturities and interest rates.

We had no commercial paper outstanding on April 3, 2016 . We have \$2 billion in bank credit facilities that remain available, including a \$1 billion facility expiring in July 2018 and a \$1 billion facility expiring in November 2020 . These facilities are for general corporate purposes and working capital needs and are required by rating agencies to support our commercial paper issuances. We also have an effective shelf registration on file with the Securities and Exchange Commission that allows us to access the debt markets.

NON-GAAP FINANCIAL MEASURES – FREE CASH FLOW

We define free cash flow from operations as net cash provided by operating activities less capital expenditures. We believe free cash flow from operations is a useful measure for investors because it portrays our ability to generate cash from our businesses for purposes such as repaying maturing debt, funding business acquisitions, repurchasing our common stock and paying dividends. We use free cash flow from operations to assess the quality of our earnings and as a performance measure in evaluating management. The following table reconciles the free cash flow from operations with net cash provided by operating activities, as classified on the unaudited Consolidated Statements of Cash Flows:

Three Months Ended	April 3, 2016	April 5, 2015
Net cash provided by operating activities	\$ 439	\$ 745
Capital expenditures	(65)	(98)
Free cash flow from operations	\$ 374	\$ 647
Cash flows as a percentage of earnings from continuing operations:		
Net cash provided by operating activities	60%	104%
Free cash flow from operations	51%	90%

We expect to continue to generate funds in excess of our short- and long-term liquidity needs. We believe we have adequate funds on hand and sufficient borrowing capacity to execute our financial and operating strategy.

ADDITIONAL FINANCIAL INFORMATION

ENVIRONMENTAL MATTERS AND OTHER CONTINGENCIES

For a discussion of environmental matters and other contingencies, see Note L to the unaudited Consolidated Financial Statements. We do not expect our aggregate liability with respect to these matters to have a material impact on our results of operations, financial condition or cash flows.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

Management's Discussion and Analysis of Financial Condition and Results of Operations is based on our unaudited Consolidated Financial Statements, which have been prepared in accordance with U.S. GAAP. The preparation of financial statements in accordance with GAAP requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the period.

Accounting for long-term contracts and programs involves the use of various techniques to estimate total contract revenue and costs. Contract estimates are based on various assumptions to project the outcome of future events that often span several years. We review our performance monthly and update our contract estimates at least annually and often quarterly, as well as when required by specific events and circumstances. We recognize changes in estimated profit on contracts under the reallocation method. Under the reallocation method, the impact of a revision in estimate is recognized prospectively over the remaining contract term. The net impact of revisions in contract estimates on our operating earnings (and on a diluted per-share basis) totaled favorable changes of \$104 (\$0.22) and \$63 (\$0.12) for the three-month periods ended April 3, 2016 , and April 5, 2015 , respectively. No revisions on any one contract were material to our unaudited Consolidated Financial Statements in the first quarter of 2016 or 2015 .

In the second quarter of 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers. ASU 2014-09 prescribes a single, common revenue standard that replaces most existing revenue recognition guidance in GAAP. The standard outlines a five-step model, whereby revenue is recognized as performance obligations within a contract are satisfied. The standard also requires new, expanded disclosures regarding revenue recognition. Several updates have been issued or proposed since the issuance of ASU 2014-09. These updates are intended to promote a more consistent interpretation and application of the principles outlined in the standard. Once these updates are issued by the FASB in 2016, the standard will be final.

ASU 2014-09 is effective in the first quarter of 2018 for public companies. However, entities can elect to adopt one year earlier in the first quarter of 2017. The standard permits the use of either the retrospective or cumulative-effect transition method.

We are utilizing a bottom-up approach to analyze the standard's impact on our contract portfolio, taking a fresh look at historical accounting policies and practices and identifying potential differences from applying the requirements of the new standard to our contracts. While this assessment continues, we have not yet selected a transition date or method nor have we completed our determination of the effect of the standard on our Consolidated Financial Statements. We expect this determination will near completion in the second half of 2016. Because the new standard will impact our business processes, systems and controls, we have developed a comprehensive change management project plan to guide the implementation.

The required adoption of the ASU will preclude our use of the reallocation method of recognizing revisions in estimated profit on contracts discussed above. As changes in estimated profit will be recognized in the period they are identified (cumulative catch-up method), rather than prospectively over the remaining contract term, we expect the impact of revisions of contract estimates may be larger and potentially more variable from period to period. Anticipated losses on contracts will continue to be recognized in the quarter they are identified.

Other significant estimates include those related to goodwill and intangible assets, income taxes, pensions and other post-retirement benefits, workers' compensation, warranty obligations, and litigation and other contingencies. We employ judgment in making our estimates, but they are based on historical experience, currently available information and various other assumptions that we believe to be reasonable under the circumstances. The results of these estimates form the basis for making judgments about the carrying values of assets and liabilities that are not readily available from other sources. Actual results may differ from these estimates.

We believe our judgment is applied consistently and produces financial information that fairly depicts the results of operations for all periods presented. For a full discussion of our critical accounting policies, see our Annual Report on Form 10-K for the year ended December 31, 2015 . For a discussion of new accounting standards that have been issued by the FASB but are not yet effective, see Note A to the unaudited Consolidated Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes with respect to this item from the disclosure included in our Annual Report on Form 10-K for the year ended December 31, 2015 .

ITEM 4. CONTROLS AND PROCEDURES

Our management, under the supervision and with the participation of the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, on April 3, 2016 , our disclosure controls and procedures were effective.

There were no changes in our internal control over financial reporting that occurred during the quarter ended April 3, 2016 , that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The certifications of the company's Chief Executive Officer and Chief Financial Officer required under Section 302 of the Sarbanes-Oxley Act have been filed as Exhibits 31.1 and 31.2 to this report.

FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q contains forward-looking statements that are based on management's expectations, estimates, projections and assumptions. Words such as "expects," "anticipates," "plans," "believes," "scheduled," "outlook," "estimates," "should" and variations of these words and similar expressions are intended to identify forward-looking statements. Examples include projections of revenue, earnings, operating margin, segment performance, cash flows, contract awards, aircraft production, deliveries and backlog. In making these statements we rely on assumptions and analyses based on our experience and perception of historical trends, current conditions and expected future developments as well as other factors we consider appropriate under the circumstances. We believe our estimates and judgments are reasonable based on information available to us at the time. Forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements are not guarantees of future performance and involve risks and uncertainties that are difficult to predict. Therefore, actual future results and trends may differ materially from what is forecast in forward-looking statements due to a variety of factors, including, without limitation, the risk factors discussed in Item 1A of our Annual Report on Form 10-K. These factors include:

- general U.S. and international political and economic conditions;
- decreases in U.S. government defense spending or changing priorities within the defense budget;
- termination or restructuring of government contracts due to unilateral government action;
- differences in anticipated and actual program performance, including the ability to perform under long-term fixed-price contracts within estimated costs, and performance issues with key suppliers and subcontractors;
- expected recovery on contract claims and requests for equitable adjustment;
- changing customer demand or preferences for business aircraft, including the effects of economic conditions on the business-aircraft market;
- potential for changing prices for energy and raw materials; and
- the status or outcome of legal and/or regulatory proceedings.

All forward-looking statements speak only as of the date of this report or, in the case of any document incorporated by reference, the date of that document. All subsequent written and oral forward-looking statements attributable to General Dynamics or any person acting on our behalf are qualified by the cautionary statements in this section. We do not undertake any obligation to update or publicly release any revisions to forward-looking statements to reflect events, circumstances or changes in expectations after the date of this report. These factors may be revised or supplemented in subsequent reports on SEC Forms 10-Q and 8-K.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For information relating to legal proceedings, see Note L to the unaudited Consolidated Financial Statements in Part I, Item 1.

ITEM 1A. RISK FACTORS

There have been no material changes with respect to this item from the disclosure included in our Annual Report on Form 10-K for the year ended December 31, 2015 .

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides information about our first -quarter repurchases of equity securities that are registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program (a)	Maximum Number of Shares That May Yet Be Purchased Under the Program (a)
<i>Pursuant to Share Buyback Program</i>				
1/1/16-1/31/16	1,786,311	\$ 129.15	1,786,311	7,818,157
2/1/16-2/28/16	4,850,000	\$ 133.91	4,850,000	2,968,157
2/29/16-4/3/16	1,200,000	\$ 132.26	1,200,000	11,768,157
<i>Shares Delivered or Withheld Pursuant to Restricted Stock Vesting ^(b)</i>				
1/1/16-1/31/16	188,477	\$ 135.46		
2/1/16-2/28/16	—	\$ —		
2/29/16-4/3/16	—	\$ —		
Total	8,024,788	\$ 132.64		

(a) On March 2, 2016, the board of directors authorized management to repurchase 10 million additional shares of common stock.

(b) Represents shares withheld by, or delivered to, us pursuant to provisions in agreements with recipients of restricted stock granted under our equity compensation plans that allow us to withhold, or the recipient to deliver to us, the number of shares with a fair value equal to the minimum statutory tax withholding due upon vesting of the restricted shares.

We did not make any unregistered sales of equity in the first quarter .

ITEM 6. EXHIBITS

- 10.1* Form of Non-Statutory Stock Option Agreement pursuant to the General Dynamics Corporation 2012 Equity Compensation Plan (for grants beginning March 2, 2016, and including, as indicated therein, provisions for certain executive officers who are subject to the company's Compensation Recoupment Policy)**
- 10.2* Form of Restricted Stock Unit Award Agreement pursuant to the General Dynamics Corporation 2012 Equity Compensation Plan (for grants beginning March 2, 2016)**
- 10.3* Form of Performance Restricted Stock Unit Award Agreement pursuant to the General Dynamics Corporation 2012 Equity Compensation Plan (for grants beginning March 2, 2016, and including, as indicated therein, provisions for certain executive officers who are subject to the company's Compensation Recoupment Policy)**
- 31.1 Certification by CEO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**
- 31.2 Certification by CFO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**
- 32.1 Certification by CEO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
- 32.2 Certification by CFO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
- 101 Interactive Data File**

* Indicates a management contract or compensatory plan or arrangement required to be filed pursuant to Item 15(b) of Form 10-K.

** Filed herewith.

SIGNATURES

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

GENERAL DYNAMICS CORPORATION

by



Kimberly A. Kuryea

Vice President and Controller

(Authorized Officer and Chief Accounting Officer)

Dated: April 27, 2016

**NON-STATUTORY STOCK OPTION AGREEMENT
PURSUANT TO THE GENERAL DYNAMICS CORPORATION
2012 EQUITY COMPENSATION PLAN**

THIS OPTION AGREEMENT (the "Agreement") dated as of [DATE] (the "Grant Date") is made between General Dynamics Corporation (the "Company") and [NAME] (the "Optionee").

WHEREAS, the Company sponsors the General Dynamics Corporation 2012 Equity Compensation Plan (the "Plan"), pursuant to which the Company may grant Options to purchase shares of Common Stock; and

WHEREAS, the Company desires to grant the Optionee a Non-Statutory Stock Option to purchase the number of shares of Common Stock provided for herein.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

1. Grant of Option.

(a) Number of Shares; Type of Option. The Company hereby grants to the Optionee an Option (the "Option Grant") to purchase [NUMBER] shares of Common Stock (the "Option Shares") on the terms and conditions set forth in this Agreement. The Option is intended to be a Non-Statutory Stock Option.

(b) Incorporation of Plan by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement will be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement will have the definitions set forth in the Plan. The Committee will have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decisions will be binding and conclusive upon the Optionee and the Optionee's legal representative in respect of any questions arising under the Plan or this Agreement. If there exists any inconsistency between the terms of this Agreement and the Plan, the terms contained in the Plan will govern. If there exists any inconsistency between the terms of the Option as provided for herein (including, but not limited to, terms relating to the number of Option Shares, the Stated Expiration Date, the exercise price and the exercisability of the Option) and the terms as indicated in the records maintained by Company, the terms as indicated in the records of the Company will govern.

2. Terms and Conditions.

(a) Exercise Price. The exercise price for the purchase of Option Shares upon the exercise of all or any portion of the Option will be \$[PRICE] per share of Common Stock.

(b) Expiration Date. Subject to earlier expiration as provided in Sections 2(f) and 2(g) below, the Option will expire at the close of business on the business day immediately preceding the tenth anniversary of the date hereof (the "Stated Expiration Date").

(c) Exercisability of Option.

(i) General. Except as provided in Section 2(c)(ii) and (iii) below, the Option Grant will become vested and exercisable with respect to a number of Option Shares (rounded down to the nearest whole share) as follows: one-half (1/2) of the Option Shares on the second anniversary of the Grant Date and the remaining Option Shares on the third anniversary of the Grant Date, in each case, only if the Optionee is employed as an employee of the Company or any of its Subsidiaries or serves as a director of the Company as of the applicable vesting date.

(ii) Death. If, the Optionee's employment with the Company or service as a director is terminated due to death prior to the third anniversary of the Grant Date, then the remaining unvested portion of the Option Grant will become fully vested and exercisable on the date of the Optionee's death with respect to the remaining unvested Option Shares.

(iii) Certain Other Terminations. If, prior to the third anniversary of the Grant Date, the Optionee's employment or service as a director is terminated due to total and permanent disability, Retirement (as defined in Section 2(f)(i) below) or as a result of a divestiture or discontinued operation of a division or a Subsidiary with which the Optionee was associated, then the Option Grant will become vested and exercisable on the anniversary of the Grant Date next following such termination with respect to a number of Option Shares equal to the excess of (i) product of (A) the number of Option Shares and (B) a fraction, the numerator of which will be the number of days from January 1 of the year in which the Grant Date occurs to the last day of the month in which such termination occurs and the denominator of which will be 1,095, such product to be rounded down to the nearest whole share over (ii) the number of Option Shares, if any, with respect to which the Option Grant had become vested and exercisable prior to such termination.

(d) Change in Control. Notwithstanding the foregoing, in the event that within two (2) years following a Change in Control, the Optionee's service with the Company and its affiliates is terminated (i) by the Company or any of its affiliates for any reason other than for Cause or (ii) by the Optionee for Good Reason, then the Option Grant, to the extent then outstanding, will become immediately vested and exercisable.

(e) Method of Exercise; Tax Withholding. The exercise price for any shares purchased pursuant to the exercise of all or part of the Option will be paid in accordance with Section 10(c) of the Plan. The Company is authorized to withhold from any payment relating to the Option, including from a distribution of Common Stock, or any payroll or other payment to the Optionee, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving the Option, and to take such other action as the Committee may deem advisable to enable the Company and the Optionee to satisfy obligations for the payment of withholding taxes and other tax obligations relating to the Option. This authority shall include authority to withhold or receive Common Stock or other property and to make cash payments in respect thereof in satisfaction of the Optionee's tax obligations, either on a mandatory or elective basis in the discretion of the Committee.

(f) Exercise Following Termination. Notwithstanding anything in this Agreement to the contrary, the Option will expire upon the Optionee's termination of employment or service as a director; provided, however that to the extent that the Option is exercisable at the time of the Optionee's termination of employment or service as a director, or becomes exercisable following such termination pursuant to Section 2(c) or Section (d) above, the Option will expire as follows (subject to earlier expiration pursuant to Section 2(g) below):

(i) Death; Disability; Retirement; Divestiture. Three (3) years (but in no event later than the Stated Expiration Date) following the Optionee's termination of employment or service as a

director due to death, total and permanent disability, Retirement or as a result of a divestiture or discontinued operation of a division or a Subsidiary with which the Optionee was associated. For purposes of this Agreement, "Retirement" means, (A) with respect to an employee who is not an elected officer of the Company on the date on which the employee's employment with the Company or any of its Subsidiaries terminates, the termination of employment after the attainment of age 55 with at least five (5) or more years of continuous service and (B) with respect to an employee who is an elected officer of the Company on the date on which the employee's employment with the Company or any of its Subsidiaries terminates, termination of employment after attaining age 55 with the consent of the Chief Executive Officer of the Company (or in the case of the Chief Executive Officer, with the consent of the Committee).

(ii) Lay-Off. One (1) year (but in no event later than the Stated Expiration Date) following the Optionee's termination of employment if the Optionee's employment terminates due to lay-off (other than as a result of a divestiture or discontinued operation of a division or a Subsidiary with which the Optionee was associated).

(iii) Other than Death; Disability; Retirement; Divestiture; Lay-Off. Ninety (90) days (but in no event later than the Stated Expiration Date) following the Optionee's termination of employment or service as a director for any reason (other than those set forth in clauses (i) and (ii) above).

(g) Harm. Notwithstanding anything in this Agreement to the contrary, if prior to the Stated Expiration Date the Optionee causes Harm (as defined below) to the Company or any of its Subsidiaries, the Option Grant, to the full extent then remaining outstanding, will immediately be forfeited for no consideration. For purposes of this Agreement, "Harm" includes, but is not limited to, any actions that adversely affect the financial standing, reputation, or products of the Company or any of its Subsidiaries, or any actions involving personal dishonesty, a felony conviction related to the Company or any of its Subsidiaries, or any material violation of any confidentiality or non-competition agreement with the Company or any of its Subsidiaries.

(h) Nontransferability. The Option granted hereunder is not transferable by the Optionee otherwise than by will or the laws of descent and distribution, and the Option may be exercised during the lifetime of the Optionee only by the Optionee or the Optionee's guardian or legal representative. The terms of the Option will be binding upon the beneficiaries, executors, administrators, heirs and successors of the Optionee.

3. Nature of Grant. In accepting this Option, the Optionee acknowledges that:

(a) the Plan is discretionary in nature and established voluntarily by the Company and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan, and the award of the Option is at the sole discretion of the Company and does not create any contractual or other right to receive future awards of Options, or benefits in lieu of Options even if Options have been awarded repeatedly in the past;

(b) the Option is not part of normal or expected compensation or salary for any purposes, including calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and

(c) nothing in the Plan or in this Agreement will confer upon the Optionee any right to continue in the employ of the Company or any of its Subsidiaries nor interfere with or restrict in any way

the right of the Company or any of its Subsidiaries, which is hereby expressly reserved, to remove, terminate or discharge the Optionee at any time for any reason whatsoever, with or without cause.

4. Data Privacy. The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, the Parent and its Subsidiaries, for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

The Optionee understands that the Company may hold certain personal information about the Optionee, including his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere and that the recipients' country may have different data privacy laws and protections than the Optionee's country. The Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Optionee may elect to deposit any shares acquired upon exercise of the Option. Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of a refusal to consent or withdrawal of consent, the Optionee may contact his or her local human resources representative.

5. [Compensation Recoupment Policy]. This Agreement shall be subject to the Company's Compensation Recoupment Policy. The Optionee acknowledges receipt of the Compensation Recoupment Policy and has read and understands the terms and conditions of the Compensation Recoupment Policy.] [THIS PROVISION IS INCLUDED ONLY IN AGREEMENTS FOR CERTAIN EXECUTIVE OFFICERS WHO ARE SUBJECT TO THE GENERAL DYNAMICS COMPENSATION RECOUPMENT POLICY.]

6. Miscellaneous.

(a) Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement will be valid unless the same is agreed to in writing by the parties hereto. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supercede all prior communications, representations and negotiations in respect thereof. The failure of the Company to enforce, at any time, any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

(b) Bound by Plan and Other Related Documents. By accepting this Option, the Optionee acknowledges that the Optionee has received a copy of the Plan and the General Dynamics Corporate Policy regarding insider trading compliance (the "Trading Policy") and has had an opportunity

to review the Plan and the Trading Policy and agrees to be bound by all the terms and provisions of the Plan and the Trading Policy.

(c) Successors. The terms of this Agreement will be binding upon and inure to the benefit of the Company, its successors and assigns, and of the beneficiaries, executors, administrators, heirs and successors of the Optionee.

(d) Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute that arises under this Award or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Virginia, and agree that such litigation shall be conducted exclusively in the courts of Virginia or the federal courts for the Eastern District of Virginia.

(e) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(f) Language. If the Optionee has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.

**RESTRICTED STOCK UNIT AWARD AGREEMENT
PURSUANT TO THE GENERAL DYNAMICS CORPORATION
2012 EQUITY COMPENSATION PLAN**

This Restricted Stock Unit Award Agreement (the "Agreement") is entered into as of [DATE], (the "Grant Date"), by and between General Dynamics Corporation (the "Company") and [NAME] (the "Grantee").

WHEREAS, the Company sponsors the General Dynamics Corporation 2012 Equity Compensation Plan (the "Plan"), pursuant to which the Company may grant Restricted Stock Units; and

WHEREAS, the Company desires to grant to the Grantee an award of Restricted Stock Units.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

1. Number of RSUs. The Grantee is hereby granted [NUMBER] Restricted Stock Units (the "RSUs"), subject to the restrictions set forth herein. Each RSU represents an unfunded, unsecured promise by the Company to deliver one share of the Company's common stock ("Common Stock"), subject to certain restrictions and the terms and conditions contained in this Agreement.

2. Terms of RSUs. The RSUs will be subject to the following terms, conditions and restrictions:

(a) No Shareholder Rights. The RSUs do not entitle the Grantee to any rights of a shareholder of Common Stock, including dividends or voting rights.

(b) Scheduled Vesting Date. Except as may otherwise be provided in Section 3 below, the RSUs and the Dividend Equivalent RSUs (as defined below) that have been credited to the Grantee will vest on the first day of January on which the New York Stock Exchange is open for business of the fourth calendar year following the calendar year in which the Grant Date occurs (the "Scheduled Vesting Date") but only if the Grantee's Termination Date (as defined below) has not occurred, and does not occur, prior to or on the Scheduled Vesting Date.

(c) Settlement of Awards. Settlement of the vested RSUs and Dividend Equivalent RSUs shall occur on, or no later than ninety (90) days following, the Scheduled Vesting Date; provided, however, that if (i) within two (2) years following a Change in Control the Grantee's service with the Company and its affiliates is terminated by the Company or any of its affiliates for any reason other than for Cause or by the Grantee for Good Reason, or (ii) the Grantee's service with the Company and its affiliates is terminated due to the Grantee's death, then settlement of vested RSUs and Dividend Equivalent RSUs shall occur on, or no later than thirty (30) days following, the Termination Date. (The actual date of settlement is hereinafter referred to as the "Settlement Date"). The Company, in its sole discretion, may settle the vested RSUs and Dividend Equivalent RSUs by either (i) issuing to the Grantee or the Grantee's personal representative a stock certificate representing one share of Common Stock for each RSU that has vested and one share of Common Stock for each Dividend Equivalent RSU that has vested or (ii) depositing in such Grantee's or the Grantee's personal representative's brokerage account via

electronic transfer, one share of Common Stock for each RSU that has vested and one share of Common Stock for each Dividend Equivalent RSU that has vested.

(d) Dividend Equivalents. Dividend equivalents will accrue on the RSUs during the period beginning on the Grant Date and ending on the Scheduled Vesting Date (the "Vesting Period") and will be notionally credited in the form of additional RSUs ("Dividend Equivalent RSUs") to the Grantee's bookkeeping account. Dividend equivalents will also accrue on the Dividend Equivalent RSUs during the Vesting Period. The Company will round down to the nearest whole share in settling any Dividend Equivalent RSUs and no fractional shares will be issued. Dividend Equivalent RSUs will in all cases be subject to the same terms and conditions, including but not limited to those related to vesting, transferability, and payment, that apply to the RSUs.

(e) Transfer Restrictions. Neither the RSUs, the Dividend Equivalent RSUs, nor any interest therein may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by the Grantee, except by will or the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company.

(f) Incorporation of Plan by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement will be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement will have the definitions set forth in the Plan. The Committee will have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decisions will be binding and conclusive upon the Grantee and the Grantee's legal representative in respect of any questions arising under the Plan or this Agreement. If there exists any inconsistency between the terms of this Agreement and the Plan, the terms contained in the Plan will govern. If there exists any inconsistency between the terms of the RSUs and Dividend Equivalent RSUs as provided for herein (including terms relating to the number of RSUs or Dividend Equivalent RSUs) and the terms as indicated in the records maintained by Company, the terms as indicated in the records of the Company will govern.

3. Termination of Employment or Service as a Director.

(a) General. In the event that (i) the Grantee ceases to be employed by the Company or ceases to be a director of the Company for any reason (the date of such cessation, the "Termination Date") other than due to death, total and permanent disability, Retirement (as defined below), divestiture or discontinued operation of a Subsidiary or division with which the Grantee was associated, or lay-off, in each case prior to the Scheduled Vesting Date or (ii) the Grantee ceases to be employed by the Company on account of lay-off prior to December 31st of the calendar year in which the Grant Date occurs (the "Determination Date"), the RSUs and any Dividend Equivalent RSUs credited as of the Termination Date will be automatically forfeited by the Grantee as of the Termination Date. For purposes of this Agreement, the Termination Date will in all cases without exception (notwithstanding, for example, any failure under local labor laws) be deemed to occur as of the date that the Grantee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law). For purposes of this Agreement, "Retirement" means, (A) with respect to an employee who is not an elected officer of the Company on the Termination Date, the termination of employment after the attainment of age 55 with at least five (5) or more years of continuous service and (B) with respect to an employee who is an elected officer of the Company on the Termination Date, termination of employment after attaining age 55 with the consent of the Chief Executive Officer of the Company (or for the Chief Executive Officer, with the consent of the Committee).

(b) Certain Terminations. This Section 3(b) provides for special vesting rules in certain circumstances. For the avoidance of doubt, regardless of when the vesting event occurs, all RSUs and Dividend Equivalent RSUs that vest under this Section 3(b) will be settled in accordance with Section 2(c) on, or no later than ninety (90) days following, the Scheduled Vesting Date; provided, however, that if (i) within two (2) years following a Change in Control the Grantee's service with the Company and its affiliates is terminated by the Company or any of its affiliates for any reason other than for Cause or by the Grantee for Good Reason, or (ii) the Grantee's service with the Company and its affiliates is terminated due to the Grantee's death, then the RSUs and Dividend Equivalent RSUs that vest under this Section 3(b) will be settled on, or no later than thirty (30) days following, the Termination Date.

(i) Prior to the Determination Date. In the event that the Grantee ceases to be employed by the Company or ceases to be a director of the Company due to total and permanent disability, Retirement, divestiture or discontinued operation of a Subsidiary or division with which the Grantee was associated, in each case prior to the Determination Date, then the award of RSUs will vest on the Termination Date with respect to a number of RSUs equal to the product of (A) the sum of (x) the total number of RSUs and (y) the total number of Dividend Equivalent RSUs that have been credited to the Grantee as of the Termination Date and (B) a fraction, the numerator of which will be the number of days from January 1 of the year in which the Grant Date occurs to the last day of the month in which the Termination Date occurs and the denominator of which will be 365, and the remaining RSUs and Dividend Equivalent RSUs will be automatically forfeited by the Grantee as of the Termination Date.

(ii) On or After the Determination Date. In the event that the Grantee ceases to be employed by the Company or ceases to serve as a director of the Company due to total and permanent disability, Retirement, divestiture or discontinued operation of a Subsidiary or division with which the Grantee was associated, or lay-off, in each case, on or after the Determination Date and on or prior to the Scheduled Vesting Date, then RSUs and the Dividend Equivalent RSUs that have been credited as of the Termination Date will become immediately vested.

(c) Death. In the event of the Grantee's death on or prior to the Scheduled Vesting Date, the RSUs and the Dividend Equivalent RSUs that have been credited as of the date of the Grantee's death will become immediately vested as of the date of Grantee's death.

(d) Change in Control. Notwithstanding the foregoing, in the event that within two (2) years following a Change in Control, the Grantee's service with the Company and its affiliates is terminated by the Company or any of its affiliates for any reason other than for Cause or by the Grantee for Good Reason, then the RSUs and the Dividend Equivalent RSUs that have been credited as of the Termination Date will become immediately vested.

(e) Harm. Notwithstanding anything to the contrary herein, all of the RSUs and Dividend Equivalent RSUs will be automatically forfeited by the Grantee if the Grantee causes Harm (as defined below) to the Company or any of its Subsidiaries prior to the Settlement Date. For purposes of this Agreement, "Harm" includes, but is not limited to, any actions that adversely affect the financial standing, reputation, or products of the Company or any of its Subsidiaries, or any actions involving personal dishonesty, a felony conviction related to the Company or any of its Subsidiaries, or any material violation of any confidentiality or non-competition agreement with the Company or any of its Subsidiaries.

4. Tax Withholding. Regardless of any action the Company or the Grantee's actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related"),

Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Grantee is and remains the Grantee's responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs and the Dividend Equivalent RSUs, including the grant of the RSUs and crediting of the Dividend Equivalent RSUs, the vesting of the RSUs and Dividend Equivalent RSUs, the settlement of the RSUs and Dividend Equivalent RSUs, and the subsequent sale of any shares acquired at settlement; and (ii) do not commit to structure the terms of the grant or any aspect of the RSUs and Dividend Equivalent RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items.

Prior to the issuance of shares pursuant to this award of RSUs, the Grantee shall pay, or make adequate arrangements satisfactory to the Company or to the Employer (in their sole discretion) to satisfy all withholding and payment on account obligations of the Company and/or Employer. In this regard, the Grantee authorizes the Company or the Employer to withhold all applicable Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation payable to the Grantee by the Company or the Employer. Alternatively, or in addition, if permissible under local law, the Company or the Employer may, in their sole discretion, (i) sell or arrange for the sale of shares of Common Stock to be issued on the settlement of the RSUs and/or the Dividend Equivalent RSUs to satisfy the withholding or payment on account obligation, and/or (ii) withhold from the shares to be delivered upon settlement of the RSUs and/or the Dividend Equivalent RSUs the amount of shares necessary to satisfy the minimum withholding amount (or such other rate that will not result in a negative accounting impact). The Grantee shall pay to the Company or to the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Grantee's receipt of this award, the vesting of the RSUs and the Dividend Equivalent RSUs, or the settlement of the RSUs and the Dividend Equivalent RSUs that cannot be satisfied by the means previously described. The Company may refuse to deliver shares pursuant to the RSUs and the Dividend Equivalent RSUs to the Grantee if the Grantee fails to comply with the Grantee's obligation in connection with the Tax-Related Items as described herein. If the Grantee fails to pay or make satisfactory arrangements to satisfy all withholding and payment on account obligations by the Settlement Date, then the RSUs and the Dividend Equivalent RSUs shall be forfeited.

5. Nature of Grant. In accepting the award of RSUs, the Grantee acknowledges that:

- (a) the Plan is discretionary in nature and established voluntarily by the Company and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan, and the award of RSUs is at the sole discretion of the Company and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded repeatedly in the past;
 - (b) the RSUs and the Dividend Equivalent RSUs are not part of normal or expected compensation or salary for any purposes, including, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments;
 - (c) nothing in the Plan or in this Agreement will confer upon the Grantee any right to continue in the employ of the Company nor interfere with or restrict in any way the right of the Company, which is hereby expressly reserved, to remove, terminate or discharge the Grantee at any time for any reason whatsoever, with or without cause; and
 - (d) no claim or entitlement to compensation or damages arises from termination of the RSUs or Dividend Equivalent RSUs, and no claim or entitlement to compensation or damages shall arise
-

from any diminution in value of the RSUs, Dividend Equivalent RSUs, or shares received upon settlement of the RSUs or Dividend Equivalent RSUs resulting from termination of the Grantee's employment by the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and the Grantee irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.

6. Data Privacy. The Grantee hereby explicitly and unambiguously consents to the collection, use, holding and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, the Employer, and the Parent and its Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipients' country may have different data privacy laws and protections than the Grantee's country. The Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares acquired upon settlement of the RSUs and Dividend Equivalent RSUs. Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of a refusal to consent or withdrawal of consent, the Grantee may contact his or her local human resources representative.

7. Miscellaneous.

(a) Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement will be valid unless the same is agreed to in writing by the parties hereto. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supercede all prior communications, representations and negotiations in respect thereof. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof. The Company reserves the right, however, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally alter or modify the awards to ensure all RSUs, Dividend Equivalent RSUs and the Agreements provided to Grantees are made in such a manner that either qualifies for exemption from or complies with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"); provided, however, that the Company makes no representations that the RSUs and

Dividend Equivalent RSUs will be exempt from or will comply with Section 409A and makes no undertaking to preclude Section 409A from applying to the RSUs and Dividend Equivalent RSUs.

(b) Bound by Plan and Other Related Documents. By accepting the award of RSUs, the Grantee acknowledges that the Grantee has received a copy of the Plan and the General Dynamics Corporate Policy regarding insider trading compliance (the "Trading Policy") and has had an opportunity to review the Plan and the Trading Policy and agrees to be bound by all the terms and provisions of the Plan and the Trading Policy.

(c) Successors. The terms of this Agreement will be binding upon and inure to the benefit of the Company, its successors and assigns, and of the beneficiaries, executors, administrators, heirs and successors of the Grantee.

(d) Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute that arises under this Award or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Virginia, and agree that such litigation shall be conducted exclusively in the courts of Virginia or the federal courts for the Eastern District of Virginia.

(e) Section 409A Compliance. To the extent applicable, it is intended that the Plan and the Agreement comply with the requirements of Section 409A and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. Accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Grantee shall not be considered to have terminated employment with the Company for purposes of this Agreement until Grantee would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Grantee's separation from service shall instead be paid on the first business day after the date that is six months following Grantee's separation from service (or death, if earlier).

(f) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(g) Language. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.

**PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT
PURSUANT TO THE GENERAL DYNAMICS CORPORATION
2012 EQUITY COMPENSATION PLAN**

This Performance Restricted Stock Unit Award Agreement (the "Agreement") is entered into as of [DATE], (the "Grant Date"), by and between General Dynamics Corporation (the "Company") and [NAME] (the "Grantee").

WHEREAS, the Company sponsors the General Dynamics Corporation 2012 Equity Compensation Plan (the "Plan") and pursuant to Section 7 of the Plan the Company may grant performance-based restricted stock units ("Performance RSUs"); and

WHEREAS, the Company desires to grant to the Grantee an award of Performance RSUs.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

1. Number of Performance RSUs. The Grantee is hereby granted [NUMBER] Performance RSUs (the "Target Performance RSUs"). Each Performance RSU represents an unfunded, unsecured promise by the Company to deliver one share of the Company's common stock ("Common Stock"), subject to certain restrictions, terms and conditions. The number of shares of Common Stock actually required to be delivered to the Grantee (the "Earned Performance RSUs") may vary from the number represented by the Target Performance RSUs, based on performance as described in Section 2(b) hereof.
 2. Terms of Performance RSUs. The Performance RSUs will be subject to the following terms, conditions and restrictions:
 - (a) No Shareholder Rights. The grant of Performance RSUs does not entitle the Grantee to any rights of a shareholder of Common Stock, including dividends or voting rights.
 - (b) Performance Feature. The number of Earned Performance RSUs will range from 0% to 150% of the number of Target Performance RSUs, as determined by the extent to which the Performance Goal (as defined in the Plan) set forth on Schedule A to this Agreement is achieved in accordance with the formula described on Schedule A.
 - (c) Performance Period and Vesting. Except as otherwise provided in Section 3 below, attainment of the Performance Goal will be measured over the period commencing on [INSERT THE THREE-YEAR PERIOD BEGINNING JANUARY 1 OF THE CALENDAR YEAR IN WHICH THE GRANT OCCURS AND ENDING ON DECEMBER 31 OF THE CALENDAR YEAR THAT IS TWO YEARS FOLLOWING THE YEAR OF THE GRANT DATE] (the "Performance Period"), and the number of Earned Performance RSUs will be fixed as of the end of the Performance Period (the "Scheduled Vesting Date"), subject to the Committee certifying the level of attainment of the Performance Goal within two and one-half (2.5) months following the Scheduled Vesting Date. Except as may otherwise be provided in Section 3 below, the Earned Performance RSUs and the Total Dividend Equivalent RSUs (as defined below) will vest on the Scheduled Vesting Date, but only if the Grantee's Termination Date (as defined below) has not occurred, and does not occur, prior to or on the Scheduled Vesting Date.
-

(d) Settlement of Awards. Except as set forth in Section 3(b), settlement of vested Earned Performance RSUs and vested Dividend Equivalent RSUs shall occur within two and one-half (2.5) months following the Scheduled Vesting Date. (The actual date of settlement is hereinafter referred to as the “Settlement Date”). The Company, in its sole discretion, may settle the vested Earned Performance RSUs and vested Dividend Equivalent RSUs by either (i) issuing to the Grantee or the Grantee's personal representative a stock certificate representing one share of Common Stock for each Earned Performance RSU that has vested and one share of Common Stock for each Dividend Equivalent RSU that has vested or (ii) depositing in such Grantee's or the Grantee's personal representative's brokerage account via electronic transfer one share of Common Stock for each Earned Performance RSU that has vested and one share of Common Stock for each Dividend Equivalent RSU that has vested.

(e) Dividend Equivalents. Dividend equivalents will accrue on the Performance RSUs and will be notionally credited in the form of additional Performance RSUs (“Dividend Equivalent RSUs”) to the Grantee's bookkeeping account. During the Performance Period, dividend equivalents will accrue on the Target Performance RSUs and on the Dividend Equivalent RSUs outstanding on each dividend equivalent determination date. At the end of the Performance Period the number of outstanding Dividend Equivalent RSUs will be adjusted to reflect the attainment of the Performance Goal in the same manner as the Target Performance RSUs (such adjusted number, the “Earned Dividend Equivalent RSUs”). During the period beginning on the Scheduled Vesting Date and ending on the Settlement Date (the “Crediting Period”), Dividend Equivalent RSUs will accrue on the Earned Performance RSUs and on the Earned Dividend Equivalent RSUs (the Earned Dividend Equivalent RSUs together with any additional Dividend Equivalent RSUs credited thereon and credited on the Earned Performance RSUs during the Crediting Period being referred to herein as the “Total Dividend Equivalent RSUs”). The Company will round down to the nearest whole share in settling any vested Dividend Equivalent RSUs and no fractional shares will be issued. Dividend Equivalent RSUs will in all cases be subject to the same terms and conditions, including but not limited to those related to vesting, transferability, and payment, that apply to the Performance RSUs.

(f) Transfer Restrictions. Neither the Performance RSUs, the Dividend Equivalent RSUs, nor any interest therein may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by the Grantee, except by will or the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company.

(g) Incorporation of Plan by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement will be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement will have the definitions set forth in the Plan. The Committee will have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decisions will be binding and conclusive upon the Grantee and the Grantee's legal representative in respect of any questions arising under the Plan or this Agreement. If there exists any inconsistency between the terms of this Agreement and the Plan, the terms contained in the Plan will govern. If there exists any inconsistency between the terms of the Performance RSUs and Dividend Equivalent RSUs as provided for herein (including terms relating to the number of Performance RSUs or Dividend Equivalent RSUs) and the terms as indicated in the records maintained by Company, the terms as indicated in the records of the Company will govern.

3. Termination of Employment or Service as a Director.

(a) General. Except as set forth in Section 3(b), in the event that the Grantee ceases to be employed by the Company or ceases to be a director of the Company for any reason (the date of such cessation, the "Termination Date") prior to the Scheduled Vesting Date, the Performance RSUs and any Dividend Equivalent RSUs credited as of the Termination Date will be automatically forfeited by the Grantee as of the Termination Date. For purposes of this Agreement, the Termination Date will in all cases without exception (notwithstanding, for example, any failure under local labor laws) be deemed to occur as of the date that the Grantee is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law). For purposes of this Agreement, "Retirement" means, (A) with respect to an employee who is not an elected officer of the Company on the Termination Date, the termination of employment after the attainment of age 55 with at least five (5) or more years of continuous service and (B) with respect to an employee who is an elected officer of the Company on the Termination Date, termination of employment after attaining age 55 with the consent of the Chief Executive Officer of the Company (or for the Chief Executive Officer, with the consent of the Committee).

(b) Certain Terminations. This Section 3(b) provides for special vesting and settlement rules in certain circumstances.

(i) Disability, Retirement or Divestiture Prior to the Scheduled Vesting Date. In the event that the Grantee ceases to be employed by the Company due to total and permanent disability, Retirement, divestiture or discontinued operation of a Subsidiary or division with which the Grantee was associated or ceases to be a director of the Company due to total and permanent disability, in each case prior to the Scheduled Vesting Date, then the award of Performance RSUs will vest on the Termination Date, subject to Sections 2(b) and 2(e), with respect to a number of Performance RSUs equal to the product of (A) the sum of (x) the total number of Earned Performance RSUs and (y) the total number of Earned Dividend Equivalent RSUs and (B) a fraction, the numerator of which will be the number of days from January 1 of the year in which the Grant Date occurs to the last day of the month in which the Termination Date occurs and the denominator of which will be 1,095, and the remaining Earned Performance RSUs and Earned Dividend Equivalent RSUs will be automatically forfeited by the Grantee as of the Termination Date. The Earned Performance RSUs and Earned Dividend Equivalent RSUs that vest pursuant to this Section 3(b)(i) shall be settled as provided in Section 2(d).

(ii) Cause After the Scheduled Vesting Date. In the event that the Grantee ceases to be employed by the Company for Cause on or after the Scheduled Vesting Date but prior to the Settlement Date, then the Earned Performance RSUs and the Total Dividend Equivalent RSUs that have been credited as of the Termination Date will be automatically forfeited.

(iii) Death. In the event the Grantee ceases to be employed by the Company due to the Grantee's death on or prior to the Scheduled Vesting Date, then a number of Performance RSUs equal to the product of (A) the sum of (x) the total number of Earned Performance RSUs and (y) the total number of Earned Dividend Equivalent RSUs, in each of (x) and (y), determined based on the attainment of the Performance Goal through the last day of the Company's quarter in which the Grantee's death occurs (the "Death Vesting Date"), and (B) a fraction, the numerator of which will be the number of days from January 1 of the year in which the Grant Date occurs to the Death Vesting Date and the denominator on which will be 1,095, will become immediately vested on the Death Vesting Date, and the remaining Earned Performance RSUs and Earned Dividend Equivalent RSUs will be automatically forfeited by the Grantee as of the Death Vesting Date. Notwithstanding Section 2(c) above, the level of attainment of the Performance Goal will be determined by comparing the quotient of (A) the sum of (x) the ROIC (as defined in Schedule A) achieved for each completed full fiscal year of the Performance Period prior to

Death Vesting Date and (y) the ROIC for the fiscal year of the Performance Period in which the Death Vesting Date occurs measured as of the Death Vesting Date, and (B) the whole number of years for which performance is taken into account in the foregoing clause (A), to the performance levels set forth on Schedule A hereto. The determination of the attainment of the Performance Goal will be subject to certification by an appropriate executive of the Company with authority to make a determination of the level of attainment of the Performance Goal through the Death Vesting Date, or, solely with respect to the Company's executive officers, subject to certification of the level of attainment of the Performance Goal through the Death Vesting Date by the Committee. The Earned Performance RSUs and Earned Dividend Equivalent RSUs that vest pursuant to this Section 3(b)(iii) shall be settled within two and one-half (2.5) months after the Death Vesting Date.

(iv) Change in Control. Prior to a Change in Control, the Committee will specify how the Performance Goal will be adjusted for the remainder of the Performance Period following the Change in Control and the methodology for making the determination set forth in this paragraph (iv). Notwithstanding the foregoing, in the event that within two (2) years following a Change in Control, the Grantee's employment with the Company and its affiliates is terminated (i) by the Company or any of its affiliates for any reason other than for Cause or (ii) by the Grantee for Good Reason, the Earned Performance RSUs and the Earned Dividend Equivalent RSUs, each determined based on attainment of the Performance Goal through the date of the Change in Control, will become immediately vested. The Earned Performance RSUs and Earned Dividend Equivalent RSUs that vest pursuant to this Section 3(b)(iii) shall be settled within two and one-half (2.5) months after the end of the calendar year in which the termination date occurs.

(c) Harm. Notwithstanding anything to the contrary herein, all of the Performance RSUs and Dividend Equivalent RSUs will be automatically forfeited by the Grantee if the Grantee causes Harm (as defined below) to the Company or any of its Subsidiaries prior to the Settlement Date. For purposes of this Agreement, "Harm" includes, but is not limited to, any actions that adversely affect the financial standing, reputation, or products of the Company or any of its Subsidiaries, or any actions involving personal dishonesty, a felony conviction related to the Company or any of its Subsidiaries, or any material violation of any confidentiality or non-competition agreement with the Company or any of its Subsidiaries.

4. Tax Withholding. Regardless of any action the Company or the Grantee's actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Grantee is and remains the Grantee's responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance RSUs and the Dividend Equivalent RSUs, including the grant of the Performance RSUs and crediting of the Dividend Equivalent RSUs, the vesting of the Performance RSUs and Dividend Equivalent RSUs, the settlement of the Performance RSUs and Dividend Equivalent RSUs, and the subsequent sale of any shares acquired at settlement; and (ii) do not commit to structure the terms of the grant or any aspect of the Performance RSUs and Dividend Equivalent RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items.

Prior to the issuance of shares pursuant to this award of Performance RSUs, the Grantee shall pay, or make adequate arrangements satisfactory to the Company or to the Employer (in their sole discretion) to satisfy all withholding and payment on account obligations of the Company and/or Employer. In this regard, the Grantee authorizes the Company or the Employer to withhold all applicable Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation

payable to the Grantee by the Company or the Employer. Alternatively, or in addition, if permissible under local law, the Company or the Employer may, in their sole discretion, (i) sell or arrange for the sale of shares of Common Stock to be issued on the settlement of the Performance RSUs and/or the Dividend Equivalent RSUs to satisfy the withholding or payment on account obligation, and/or (ii) withhold from the shares to be delivered upon settlement of the Performance RSUs and/or the Dividend Equivalent RSUs the amount of shares necessary to satisfy the minimum withholding amount (or such other rate that will not result in a negative accounting impact). The Grantee shall pay to the Company or to the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Grantee's receipt of this award, the vesting of the Performance RSUs and the Dividend Equivalent RSUs, or the settlement of the Performance RSUs and the Dividend Equivalent RSUs that cannot be satisfied by the means previously described. The Company may refuse to deliver shares pursuant to the Performance RSUs and the Dividend Equivalent RSUs to the Grantee if the Grantee fails to comply with the Grantee's obligation in connection with the Tax-Related Items as described herein. If the Grantee fails to pay or make satisfactory arrangements to satisfy all withholding and payment on account obligations by the Settlement Date, then the Performance RSUs and the Dividend Equivalent RSUs shall be forfeited.

5. Nature of Grant. In accepting the award of Performance RSUs, the Grantee acknowledges that:

- (a) the Plan is discretionary in nature and established voluntarily by the Company and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan, and the award of Performance RSUs is at the sole discretion of the Company and does not create any contractual or other right to receive future awards of Performance RSUs, or benefits in lieu of Performance RSUs even if Performance RSUs have been awarded repeatedly in the past;
 - (b) the award of Performance RSUs is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or to the Employer, and the Performance RSUs are outside the scope of the Grantee's employment contract, if any;
 - (c) the Performance RSUs and the Dividend Equivalent RSUs are not part of normal or expected compensation or salary for any purposes, including, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments;
 - (d) neither the award of Performance RSUs nor any provision of this Agreement nor the Plan confer upon the Grantee any right with respect to employment or continuation of current employment, and in the event that the Grantee is not an employee of the Company, the Performance RSUs shall not be interpreted to form an employment contract or relationship with the Company; and
 - (e) no claim or entitlement to compensation or damages arises from termination of the Performance RSUs or Dividend Equivalent RSUs, and no claim or entitlement to compensation or damages shall arise from any diminution in value of the Performance RSUs, Dividend Equivalent RSUs, or shares received upon settlement of the Performance RSUs or Dividend Equivalent RSUs resulting from termination of the Grantee's employment by the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and the Grantee irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Grantee shall be deemed irrevocably to have waived his or her entitlement to pursue such claim.
-

6. Data Privacy. The Grantee hereby explicitly and unambiguously consents to the collection, holding, use and transfer, in electronic or other form, of his or her personal data as described in this document by and among, as applicable, the Employer, and the Parent and its Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan (" Data "). Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipients' country may have different data privacy laws and protections than the Grantee's country. The Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares acquired upon settlement of the Performance RSUs and Dividend Equivalent RSUs. Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of a refusal to consent or withdrawal of consent, the Grantee may contact his or her local human resources representative.

7. [Compensation Recoupment Policy]. This Agreement shall be subject to the Company's Compensation Recoupment Policy. The Grantee acknowledges receipt of the Compensation Recoupment Policy and has read and understands the terms and conditions of the Compensation Recoupment Policy.][THIS PROVISION IS INCLUDED ONLY IN AGREEMENTS FOR CERTAIN EXECUTIVE OFFICERS WHO ARE SUBJECT TO THE GENERAL DYNAMICS COMPENSATION RECOUPMENT POLICY.]

8. Miscellaneous.

(a) Modification; Entire Agreement; Waiver. No change or modification to any provision of this Agreement will be valid unless the same is agreed to in writing by the parties hereto. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supercede all prior communications, representations and negotiations in respect thereof. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof. The Company reserves the right, however, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally alter or modify the awards to ensure all Performance RSUs, Dividend Equivalent RSUs and the Agreements provided to Grantees are made in such a manner that either qualifies for exemption from or complies with Section 409A (" Section 409A ") of the Internal Revenue Code of 1986, as amended; provided, however that the Company makes no representations that the Performance RSUs and Dividend Equivalent RSUs will be exempt from or will comply with Section

409A and makes no undertaking to preclude Section 409A from applying to the Performance RSUs and Dividend Equivalent RSUs.

(b) Bound by Plan and Other Related Documents. By accepting the award of Performance RSUs, the Grantee acknowledges that the Grantee has received a copy of the Plan and General Dynamics Corporate Policy regarding insider trading compliance (the "Trading Policy") and has had an opportunity to review the Plan and the Trading Policy and agrees to be bound by all the terms and provisions of the Plan and the Trading Policy.

(c) Successors. The terms of this Agreement will be binding upon and inure to the benefit of the Company, its successors and assigns, and of the beneficiaries, executors, administrators, heirs and successors of the Grantee.

(d) Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute that arises under this Award or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Virginia, and agree that such litigation shall be conducted exclusively in the courts of Virginia or the federal courts for the Eastern District of Virginia.

(e) Section 409A Compliance. To the extent applicable, it is intended that the Plan and the Agreement comply with the requirements of Section 409A and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. Accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Grantee shall not be considered to have terminated employment with the Company for purposes of this Agreement until Grantee would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Grantee's separation from service shall instead be paid on the first business day after the date that is six months following Grantee's separation from service (or death, if earlier).

(f) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(g) Language. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.

**CERTIFICATION BY CEO PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Phebe N. Novakovic, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of General Dynamics Corporation;
 - 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 - 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 - 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
-
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Phebe N. Novakovic

Phebe N. Novakovic

Chairman and Chief Executive Officer

April 27, 2016

**CERTIFICATION BY CFO PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Jason W. Aiken, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of General Dynamics Corporation;
 - 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 - 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 - 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
-
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Jason W. Aiken

Jason W. Aiken

Senior Vice President and Chief Financial Officer

April 27, 2016

**CERTIFICATION BY CEO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of General Dynamics Corporation (the Company) on Form 10-Q for the quarter ended April 3, 2016 , as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Phebe N. Novakovic, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- 1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Phebe N. Novakovic

Phebe N. Novakovic

Chairman and Chief Executive Officer

April 27, 2016

**CERTIFICATION BY CFO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of General Dynamics Corporation (the Company) on Form 10-Q for the quarter ended April 3, 2016 , as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jason W. Aiken, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- 1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jason W. Aiken

Jason W. Aiken

Senior Vice President and Chief Financial Officer

April 27, 2016