

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

**FORM 10-Q**

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

For the Quarterly Period Ended June 30, 2014  
or

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

Commission File Number 1-16411

**NORTHROP GRUMMAN CORPORATION**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction of  
incorporation or organization)

**80-0640649**

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

**2980 Fairview Park Drive, Falls Church, Virginia 22042**

(Address of principal executive offices)

**(703) 280-2900**

(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 (or for such shorter period that the registrant was required to file such reports), 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 \* (Do not check if a smaller reporting company)

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

As of July 18, 2014, 207,938,701 shares of common stock were outstanding.

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## NORTHROP GRUMMAN CORPORATION

## PART I. FINANCIAL INFORMATION

## Item 1. Financial Statements

CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS AND COMPREHENSIVE INCOME  
(Unaudited)

<i>\$ in millions, except per share amounts</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
<b>Sales</b>				
Product	\$ 3,564	\$ 3,593	\$ 6,972	\$ 7,014
Service	2,475	2,701	4,915	5,384
Total sales	6,039	6,294	11,887	12,398
<b>Operating costs and expenses</b>				
Product	2,668	2,703	5,201	5,334
Service	1,961	2,203	3,889	4,359
General and administrative expenses	590	582	1,132	1,140
<b>Operating income</b>	820	806	1,665	1,565
Other (expense) income				
Interest expense	(70)	(60)	(139)	(113)
Other, net	6	(22)	16	(16)
Earnings before income taxes	756	724	1,542	1,436
Federal and foreign income tax expense	245	236	452	459
<b>Net earnings</b>	\$ 511	\$ 488	\$ 1,090	\$ 977
<b>Basic earnings per share</b>	\$ 2.41	\$ 2.09	\$ 5.09	\$ 4.15
Weighted-average common shares outstanding, in millions	212.4	234.0	214.3	235.2
<b>Diluted earnings per share</b>	\$ 2.37	\$ 2.05	\$ 5.01	\$ 4.08
Weighted-average diluted shares outstanding, in millions	215.2	237.5	217.7	239.2
Net earnings (from above)	\$ 511	\$ 488	\$ 1,090	\$ 977
Other comprehensive income				
Change in unamortized benefit plan costs, net of tax	35	79	96	159
Change in cumulative translation adjustment	—	9	2	(7)
Other comprehensive income, net of tax	35	88	98	152
<b>Comprehensive income</b>	\$ 546	\$ 576	\$ 1,188	\$ 1,129

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

## NORTHROP GRUMMAN CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
(Unaudited)

<i>\$ in millions</i>	June 30, 2014	December 31, 2013
<b>Assets</b>		
Cash and cash equivalents	\$ 3,476	\$ 5,150
Accounts receivable, net	3,280	2,685
Inventoried costs, net	741	698
Deferred tax assets	554	605
Prepaid expenses and other current assets	339	350
Total current assets	8,390	9,488
Property, plant and equipment, net of accumulated depreciation of \$4,471 in 2014 and \$4,337 in 2013	2,818	2,806
Goodwill	12,468	12,438
Non-current deferred tax assets	180	209
Other non-current assets	1,495	1,440
<b>Total assets</b>	<b>\$ 25,351</b>	<b>\$ 26,381</b>
<b>Liabilities</b>		
Trade accounts payable	\$ 1,178	\$ 1,229
Accrued employee compensation	1,154	1,446
Advance payments and amounts in excess of costs incurred	1,588	1,722
Other current liabilities	1,494	1,418
Total current liabilities	5,414	5,815
Long-term debt, net of current portion	5,927	5,928
Pension and other post-retirement benefit plan liabilities	2,820	2,954
Other non-current liabilities	922	1,064
<b>Total liabilities</b>	<b>15,083</b>	<b>15,761</b>
<b>Commitments and contingencies (Note 7)</b>		
<b>Shareholders' equity</b>		
Preferred stock, \$1 par value; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$1 par value; 800,000,000 shares authorized; issued and outstanding: 2014—209,127,586 and 2013—217,599,230	209	218
Paid-in capital	—	848
Retained earnings	12,945	12,538
Accumulated other comprehensive loss	(2,886)	(2,984)
Total shareholders' equity	10,268	10,620
<b>Total liabilities and shareholders' equity</b>	<b>\$ 25,351</b>	<b>\$ 26,381</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

## NORTHROP GRUMMAN CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Unaudited)

<i>\$ in millions</i>	Six Months Ended June 30	
	2014	2013
<b>Operating activities</b>		
Net earnings	\$ 1,090	\$ 977
Adjustments to reconcile to net cash provided by operating activities:		
Depreciation and amortization	217	225
Stock-based compensation	51	71
Excess tax benefits from stock-based compensation	(74)	(27)
Deferred income taxes	21	33
Changes in assets and liabilities:		
Accounts receivable, net	(577)	(268)
Inventoried costs, net	(33)	62
Prepaid expenses and other assets	(23)	6
Accounts payable and other liabilities	(588)	(430)
Income taxes payable	103	60
Retiree benefits	8	(397)
Other, net	(25)	17
Net cash provided by operating activities	\$ 170	\$ 329
<b>Investing activities</b>		
Capital expenditures	(176)	(88)
Other investing activities, net	(72)	6
Net cash used in investing activities	(248)	(82)
<b>Financing activities</b>		
Common stock repurchases	(1,301)	(921)
Cash dividends paid	(280)	(272)
Net proceeds from issuance of long-term debt	—	2,841
Payments of long-term debt	—	(877)
Other financing activities, net	(15)	24
Net cash (used in) provided by financing activities	(1,596)	795
(Decrease) increase in cash and cash equivalents	(1,674)	1,042
Cash and cash equivalents, beginning of year	5,150	3,862
Cash and cash equivalents, end of period	\$ 3,476	\$ 4,904

*The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.*

## NORTHROP GRUMMAN CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY  
(Unaudited)

<i>\$ in millions, except per share amounts</i>	Six Months Ended June 30	
	2014	2013
<b>Common stock</b>		
Beginning of year	\$ 218	\$ 239
Common stock repurchased	(11)	(13)
Shares issued for employee stock awards and options	2	5
End of period	209	231
<b>Paid-in capital</b>		
Beginning of year	848	2,924
Common stock repurchased	(896)	(907)
Stock compensation	37	112
Other	11	(5)
End of period	—	2,124
<b>Retained earnings</b>		
Beginning of year	12,538	11,138
Common stock repurchased	(398)	—
Net earnings	1,090	977
Dividends declared	(285)	(277)
End of period	12,945	11,838
<b>Accumulated other comprehensive loss</b>		
Beginning of year	(2,984)	(4,787)
Other comprehensive income, net of tax	98	152
End of period	(2,886)	(4,635)
Total shareholders' equity	\$ 10,268	\$ 9,558
Cash dividends declared per share	\$ 1.31	\$ 1.16

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**1. BASIS OF PRESENTATION**

**Principles of Consolidation and Reporting**

These unaudited condensed consolidated financial statements include the accounts of Northrop Grumman Corporation and subsidiaries (herein referred to as "Northrop Grumman," the "company," "we," "us," or "our"). Material intercompany accounts, transactions and profits are eliminated in consolidation. Investments in equity securities and joint ventures where the company has significant influence, but not control, are accounted for using the equity method.

The accompanying unaudited condensed consolidated financial statements are prepared in accordance with the rules of the Securities and Exchange Commission (SEC) for interim reporting purposes. These financial statements include adjustments of a normal recurring nature considered necessary by management for a fair presentation of the company's unaudited condensed consolidated financial position, results of operations and cash flows.

The results reported in these unaudited condensed consolidated financial statements are not necessarily indicative of results that may be expected for the entire year. These unaudited condensed consolidated financial statements should be read in conjunction with the information contained in the company's Annual Report on Form 10-K for the year ended December 31, 2013 (2013 Annual Report on Form 10-K).

The quarterly information is labeled using a calendar convention; that is, first quarter is consistently labeled as ending on March 31, second quarter as ending on June 30, and third quarter as ending on September 30. It is the company's long-standing practice to establish actual interim closing dates using a "fiscal" calendar, in which we close our books on a Friday near these quarter-end dates in order to normalize the potentially disruptive effects of quarterly closings on business processes. This practice is only used at interim periods within a reporting year.

**Accounting Estimates**

The accompanying unaudited condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The preparation thereof requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingencies at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Estimates have been prepared using the most current and best available information; however, actual results could differ materially from those estimates.

The majority of our contracts are accounted for under the percentage-of-completion method. For such contracts, changes in estimates of contract sales, costs or profits are recognized using the cumulative catch-up method of accounting. This method recognizes, in the current period, the cumulative effect of the changes on current and prior periods; revenue and profit in future periods of contract performance are recognized as if the revised estimates had been used since contract inception. Changes in contract estimates occur for a variety of reasons, including changes in contract scope, estimated revenue and cost estimates. These changes are often driven by events such as the resolution of risk at lower or higher cost than anticipated, unanticipated risks affecting contract costs, changes in indirect cost allocations, such as overhead and general and administrative expenses, and changes in estimated incentive fees. We employ an extensive contract management process involving several functional organizations and numerous personnel who are skilled at managing contract activities. Changes in estimates are frequent; the company performs on a broad portfolio of long-term contracts, including the development of complex and customized military platforms and systems, as well as advanced electronic equipment and software, that often include technology at the forefront of science.

Significant changes in estimates on a single contract could have a material effect on the company's unaudited condensed consolidated financial position or results of operations and where such changes occur, separate disclosure is made of the nature, underlying conditions and financial impact of the change. During the three and six months ended June 30, 2014, aggregate net changes in contract estimates recognized using the cumulative catch-up method of accounting increased operating income by \$165 million and \$362 million (\$0.50 and \$1.08 per diluted share based on statutory tax rates), respectively. During the three and six months ended June 30, 2013, aggregate net changes in contract estimates recognized using the cumulative catch-up method of accounting increased operating income by \$247 million and \$421 million (\$0.68 and \$1.15 per diluted share based on statutory tax rates), respectively. No discrete event or adjustment to an individual contract was material to the unaudited condensed consolidated statements of earnings and comprehensive income for any of these periods.

As of June 30, 2014, the amounts related to contract claims and requests for equitable adjustment recognized in estimated contract values were not material individually or in aggregate. In addition, as of June 30, 2014, the

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company was not aware of any contract terminations in process that would have a material effect on our unaudited condensed consolidated financial position or our annual results of operations and cash flows.

**Related Party Transactions**

For all periods presented, the company had no material related party transactions.

**Accounting Standards Updates**

On May 28, 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 supersedes existing revenue recognition guidance, including Accounting Standards Codification (ASC) No. 605-35, *Revenue Recognition - Construction-Type and Production-Type Contracts*. ASU 2014-09 outlines a single set of comprehensive principles for recognizing revenue under U.S. GAAP. Among other things, it requires companies to identify contractual performance obligations and determine whether revenue should be recognized at a point in time or over time. These concepts, as well as other aspects of ASU 2014-09, may change the method and/or timing of revenue recognition for certain of our contracts. ASU 2014-09 will be effective January 1, 2017, and may be applied either retrospectively or through the use of a modified-retrospective method. We are currently evaluating both methods of adoption as well as the effect ASU 2014-09 will have on the company's consolidated financial position, results of operations and cash flows.

Other accounting standards updates effective after June 30, 2014, are not expected to have a material effect on the company's consolidated financial position or its annual results of operations and cash flows.

**Reclassifications**

Our unaudited condensed consolidated statements of cash flows for the six months ended June 30, 2014 and 2013 reflect cash flows from operating activities presented solely on the indirect method. The company previously presented both the direct method and indirect method for our cash flows from operating activities. This change in reporting method had no effect on the amount of our net cash flows from operating activities.

In the first quarter of 2014, we reclassified our cash awards incentive compensation accrual from other current liabilities to accrued employee compensation, which are both reported within current liabilities on the unaudited condensed consolidated statement of financial position. The reclassification reduced other current liabilities and increased accrued employee compensation by \$148 million and \$277 million, as of June 30, 2014 and December 31, 2013, respectively.

**Shareholders' Equity**

The company records the difference between the cost of shares repurchased and their par value as a reduction of paid-in capital to the extent of its balance and then as a reduction of retained earnings.

**Accumulated Other Comprehensive Loss**

The components of accumulated other comprehensive loss are as follows:

<i>\$ in millions</i>	<b>June 30, 2014</b>	December 31, 2013
Unamortized benefit plan costs, net of tax benefit of \$1,910 as of June 30, 2014 and \$1,972 as of December 31, 2013	\$ (2,904)	\$ (3,000)
Cumulative translation adjustment	20	18
Net unrealized loss on marketable securities and cash flow hedges, net of tax benefit	(2)	(2)
Total accumulated other comprehensive loss	\$ (2,886)	\$ (2,984)

Unamortized benefit plan costs consist primarily of net after-tax actuarial losses totaling \$3.2 billion and \$3.3 billion as of June 30, 2014 and December 31, 2013, respectively. Net actuarial gains or losses are re-determined annually or upon remeasurement events and principally arise from changes in the rate used to discount our benefit obligations and differences between expected and actual returns on plan assets.

Reclassifications from other comprehensive income to net earnings related to the amortization of benefit plan costs were \$35 million and \$73 million, net of taxes, for the three and six months ended June 30, 2014, respectively, and were \$79 million and \$159 million, net of taxes, for the three and six months ended June 30, 2013, respectively. The reclassifications represent the amortization of net actuarial losses and prior service credits for the company's retirement benefit plans, and are included in the computation of net periodic pension cost. See Note 8 for further information.



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Reclassifications from other comprehensive income to net earnings, relating to cumulative translation adjustments, marketable securities and effective cash flow hedges for the three and six months ended June 30, 2014 and 2013, respectively, were not material. Reclassifications for cumulative translation adjustments and marketable securities are recorded in other income, and reclassifications for effective cash flow hedges are recorded in operating income.

**2. EARNINGS PER SHARE, SHARE REPURCHASES AND DIVIDENDS ON COMMON STOCK****Basic Earnings Per Share**

We calculate basic earnings per share by dividing net earnings by the weighted-average number of shares of common stock outstanding during each period.

**Diluted Earnings Per Share**

Diluted earnings per share includes the dilutive effect of awards and options granted to employees under stock-based compensation plans. The dilutive effect of these securities totaled 2.8 million shares and 3.4 million shares for the three and six months ended June 30, 2014, respectively. The dilutive effect of these securities totaled 3.5 million shares and 4.0 million shares for the three and six months ended June 30, 2013, respectively. The weighted-average diluted shares outstanding excludes stock options with exercise prices in excess of the average market price of the company's common stock during the period (anti-dilutive stock options). We had no anti-dilutive stock options outstanding for the three and six months ended June 30, 2014. We had no anti-dilutive stock options outstanding for the three months ended June 30, 2013 and 0.7 million anti-dilutive stock options outstanding for the six months ended June 30, 2013.

**Share Repurchases**

The table below summarizes the company's share repurchases:

Repurchase Program Authorization Date	Amount Authorized (in millions)	Total Shares Retired (in millions)	Average Price Per Share <sup>(2)</sup>	Date Completed	Shares Repurchased (in millions)	
					Six Months Ended June 30 2014	2013
June 16, 2010	\$ 5,350	83.7	\$ 63.86	September 2013	—	12.6
May 15, 2013 <sup>(1)</sup>	\$ 4,000	19.6	\$ 112.43		10.9	—

(1) On May 15, 2013, the company's board of directors authorized a share repurchase program of up to \$4.0 billion of the company's common stock. Repurchases under this program commenced in September 2013 upon the completion of the company's 2010 repurchase program. As of June 30, 2014, our repurchases under the program totaled \$2.2 billion and \$1.8 billion remained under this share repurchase authorization. The repurchase program is expected to expire when we have used all authorized funds for repurchase.

(2) Includes commissions paid.

Share repurchases take place from time to time, subject to market conditions and management's discretion, in the open market or in privately negotiated transactions. The company retires its common stock upon repurchase and has not made any purchases of common stock other than in connection with these publicly announced repurchase program authorizations.

**Dividends on Common Stock**

In May 2014, the company increased the quarterly common stock dividend 15 percent to \$0.70 per share from the previous amount of \$0.61 per share.

In May 2013, the company increased the quarterly common stock dividend 11 percent to \$0.61 per share from the previous amount of \$0.55 per share.

**3. SEGMENT INFORMATION**

The company is aligned into four segments: Aerospace Systems, Electronic Systems, Information Systems and Technical Services. The United States (U.S.) Government is the primary customer of our four segments. The company, from time to time, acquires or disposes of businesses and realigns contracts, programs or business areas among and within our segments. Portfolio shaping and internal realignments are designed to more fully leverage existing capabilities and enhance development and delivery of products and services.

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The following table presents sales and operating income by segment:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
<b>Sales</b>				
Aerospace Systems	\$ 2,502	\$ 2,613	\$ 4,922	\$ 5,098
Electronic Systems	1,744	1,771	3,388	3,492
Information Systems	1,562	1,689	3,139	3,363
Technical Services	732	722	1,429	1,439
Intersegment eliminations	(501)	(501)	(991)	(994)
<b>Total sales</b>	<b>6,039</b>	<b>6,294</b>	<b>11,887</b>	<b>12,398</b>
<b>Operating income</b>				
Aerospace Systems	290	336	614	606
Electronic Systems	291	322	559	618
Information Systems	153	141	315	312
Technical Services	68	69	136	134
Intersegment eliminations	(60)	(71)	(125)	(125)
<b>Total segment operating income</b>	<b>742</b>	<b>797</b>	<b>1,499</b>	<b>1,545</b>
Reconciliation to total operating income:				
Net FAS/CAS pension adjustment	110	31	220	64
Unallocated corporate expenses	(31)	(21)	(53)	(40)
Other	(1)	(1)	(1)	(4)
<b>Total operating income</b>	<b>\$ 820</b>	<b>\$ 806</b>	<b>\$ 1,665</b>	<b>\$ 1,565</b>

**Net FAS/CAS Pension Adjustment**

The net FAS (GAAP Financial Accounting Standards)/CAS (U.S. Government Cost Accounting Standards) pension adjustment is pension expense charged to contracts and included as cost in segment operating income less pension expense determined in accordance with GAAP. The increase in the FAS/CAS pension adjustment for the three and six months ended June 30, 2014, as compared to the same periods in 2013, is primarily due to a reduction in FAS pension expense driven by the increase in our FAS discount rate assumption as of December 31, 2013.

**Unallocated Corporate Expenses**

Unallocated corporate expenses include the portion of corporate expenses not considered allowable or allocable under applicable CAS regulations and the Federal Acquisition Regulation, and are therefore not allocated to the segments. Such costs consist of a portion of management and administration, legal, environmental, compensation costs, retiree benefits, and certain unallowable costs such as lobbying activities, among others.

**4. INCOME TAXES**

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Federal and foreign income tax expense	\$ 245	\$ 236	\$ 452	\$ 459
Effective income tax rate	32.4%	32.6%	29.3%	32.0%

The company's lower effective tax rate for the six months ended June 30, 2014, reflects a \$51 million benefit for the partial resolution of the 2007-2009 Internal Revenue Service (IRS) examination, offset in part by the absence of research tax credits in 2014.

The IRS is conducting an examination of the company's tax returns for the years 2007 through 2011. In the first quarter of 2014, the U.S. Congressional Joint Committee on Taxation approved the company's partial resolution of the IRS examination of the company's 2007-2009 tax returns. As a result, the company recorded a reduction of

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income tax expense of \$51 million. The company also reduced its unrecognized tax benefits by \$59 million and related accrued interest by \$12 million. An immaterial portion of the 2007-2009 examination remains under review by the IRS and it is reasonably possible the matter will be resolved within the next twelve months.

Open tax years related to state and foreign jurisdictions remain subject to examination, but are not expected to have a material effect on the company's unaudited condensed consolidated financial statements.

**5. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The following table presents comparative carrying value and fair value information for our financial assets and liabilities:

<i>\$ in millions</i>	June 30, 2014		December 31, 2013	
	Carrying Value	Fair Value	Carrying Value	Fair Value
<b>Financial Assets (Liabilities)</b>				
Marketable securities				
Trading	\$ 322	\$ 322	\$ 308	\$ 308
Available-for-sale	3	3	2	2
Derivatives	(3)	(3)	(2)	(2)
Long-term debt, including current portion	\$ (5,929)	\$ (6,651)	\$ (5,930)	\$ (6,227)

There were no transfers of financial instruments between the three levels of fair value hierarchy during the six months ended June 30, 2014.

The carrying value of cash and cash equivalents approximates fair value.

**Investments in Marketable Securities**

The company holds a portfolio of marketable securities to partially fund non-qualified employee benefit plans consisting of securities that are classified as either trading or available-for-sale. These assets are recorded at fair value and substantially all of these instruments are valued using Level 1 inputs, with an immaterial amount valued using Level 2 inputs. As of June 30, 2014 and December 31, 2013, marketable securities of \$325 million and \$310 million, respectively, were included in other non-current assets in the unaudited condensed consolidated statements of financial position.

**Derivative Financial Instruments and Hedging Activities**

The company's derivative portfolio consists primarily of foreign currency forward contracts, which are used to manage foreign currency exchange risk related to receipts from customers and payments to suppliers denominated in foreign currencies. The notional values for the company's derivative portfolio at June 30, 2014 and December 31, 2013, were \$181 million and \$161 million, respectively. The portion of notional values designated as cash flow hedges at June 30, 2014 and December 31, 2013, were \$61 million and \$77 million, respectively.

Derivative financial instruments are recognized as assets or liabilities in the unaudited condensed consolidated financial statements and measured at fair value. Substantially all of these instruments are valued using Level 2 inputs.

Unrealized gains or losses on the effective portion of cash flow hedges are reclassified from other comprehensive income to operating income upon the settlement of the underlying transactions. The derivative fair values and related unrealized gains and losses at June 30, 2014 and December 31, 2013, were not material. Hedge contracts not designated for hedge accounting and the ineffective portion of cash flow hedges are recorded in other income.

**Long-term Debt**

The fair value of long-term debt is calculated using Level 2 inputs based on interest rates available for debt with terms and maturities similar to the company's existing debt arrangements.

**6. INVESTIGATIONS, CLAIMS AND LITIGATION****Litigation**

The company is one of several defendants in litigation brought by the Orange County Water District in Orange County Superior Court in California on December 17, 2004, for alleged contribution to volatile organic chemical contamination of the County's shallow groundwater. The lawsuit includes counts against the defendants for violation

## NORTHROP GRUMMAN CORPORATION

of the Orange County Water District Act, the California Super Fund Act, negligence, nuisance, trespass and declaratory relief. Among other things, the lawsuit seeks unspecified damages for the cost of remediation, payment of attorney fees and costs, and punitive damages. Trial on the statutory claims (those based on the Orange County Water District Act, the California Super Fund Act and declaratory relief) concluded on September 25, 2012. On October 29, 2013, the court issued its decision in favor of the defendants on the statutory claims. On May 9, 2014, the court granted defendants' dispositive motions on the remaining tort causes of action. Notice of entry of judgment was filed on July 1, 2014. Orange County Water District has 60 days from that date, as defined by statutory rule, to file a notice of appeal.

On May 4, 2012, the company commenced an action, *Northrop Grumman Systems Corp. v. United States*, in the U.S. Court of Federal Claims. This lawsuit relates to an approximately \$875 million firm fixed price contract awarded to the company in 2007 by the U.S. Postal Service (USPS) for the construction and delivery of flats sequencing systems (FSS) as part of the postal automation program. The FSS have been delivered. The company's lawsuit is based on various theories of liability. The complaint seeks approximately \$63 million for unpaid portions of the contract price, and approximately \$115 million based on the company's assertions that, through various acts and omissions over the life of the contract, the USPS adversely affected the cost and schedule of performance and materially altered the company's obligations under the contract. The United States responded to the company's complaint with an answer, denying most of the company's claims and counterclaims, seeking approximately \$410 million, less certain amounts outstanding under the contract. The principal counterclaim alleges that the company delayed its performance and caused damages to the USPS because USPS did not realize certain costs savings as early as it had expected. On April 2, 2013, the U.S. Department of Justice informed the company of a False Claims Act complaint relating to the FSS contract that was filed under seal by a relator in June 2011 in the U.S. District Court for the Eastern District of Virginia. On June 3, 2013, the United States filed a Notice informing the Court that the United States had decided not to intervene in this case. On August 26, 2013, the relator filed a corrected First Amended Complaint. The relator alleged that the company violated the False Claims Act in a number of ways with respect to the FSS contract, alleged damage to the USPS in an amount of at least approximately \$179 million annually, and sought an unspecified partial refund of the contract purchase price, penalties, attorney's fees and other costs of suit. Damages under the False Claims Act may be trebled upon a finding of liability. The relator also alleged he was improperly discharged in retaliation. On November 22, 2013, the company filed a motion to dismiss the First Amended Complaint. By Order dated December 11, 2013, based on the relator's stipulation, the court dismissed the relator's retaliation claim. By Order dated December 13, 2013, the court dismissed the remaining allegations without prejudice and granted the relator leave to file an Amended Complaint. On January 3, 2014, the relator filed a Second Amended Complaint that, with the exception of the retaliation claim which is now the subject of an arbitration demand, includes the same allegations as the First Amended Complaint. On July 3, 2014, the relator filed a Third Amended Complaint adding an additional theory of recovery, consolidating some earlier counts and eliminating others. Although the ultimate outcome of these matters ("the FSS matters," collectively), including any possible loss, cannot be predicted or estimated at this time, the company intends vigorously to pursue and defend the FSS matters.

On August 8, 2013, the company received a court-appointed expert's report in litigation pending in the Second Federal Court of the Federal District in Brazil brought by the Brazilian Post and Telegraph Corporation (ECT), a Brazilian state-owned entity, against Solystic SAS (Solystic), a French subsidiary of the company, and two of its consortium partners. In this suit, commenced on December 17, 2004, and relatively inactive for some period of time, ECT alleges the consortium breached its contract with ECT and seeks damages of approximately R\$111 million (the equivalent of approximately \$50 million as of June 30, 2014), plus interest, inflation adjustments and attorneys' fees, as authorized by Brazilian law, which amounts could be significant over time. The original suit sought R\$89 million (the equivalent of approximately \$40 million as of June 30, 2014) in damages. In October 2013, ECT asserted an additional damage claim of R\$22 million (the equivalent of approximately \$10 million as of June 30, 2014). In its counterclaim, Solystic alleges ECT breached the contract by wrongfully refusing to accept the equipment Solystic had designed and built and seeks damages of approximately €31 million (the equivalent of approximately \$42 million as of June 30, 2014), plus interest, inflation adjustments and attorneys' fees, as authorized by Brazilian law. The Brazilian court retained an expert to consider certain issues pending before it. On August 8, 2013, the company received a report from the expert, which contains some recommended findings relating to liability and the damages calculations put forth by ECT. Some of the expert's findings were favorable to the company and others were favorable to ECT. On November 14, 2013, the court requested the expert to prepare a supplemental report addressing responses filed by the parties in October 2013. At some point after the supplemental report is filed, the court is expected to issue a decision that could accept or reject the expert's recommended findings.

## **NORTHROP GRUMMAN CORPORATION**

The company is a party to various investigations, lawsuits, claims and other legal proceedings, including government investigations and claims, that arise in the ordinary course of our business. The nature of legal proceedings is such that we cannot assure the outcome of any particular matter. However, based on information available to the company to date, and other than with respect to the FSS matters discussed separately above, the company does not believe the outcome of any matter pending against the company is likely to have a material adverse effect on the company's unaudited condensed consolidated financial position as of June 30, 2014, or its annual results of operations or cash flows.

### **7. COMMITMENTS AND CONTINGENCIES**

#### **Guarantees of Subsidiary Performance Obligations**

From time to time in the ordinary course of business, the company guarantees obligations of its subsidiaries under certain contracts. Generally, the company is liable under such an arrangement only if its subsidiary is unable to perform under its contract. Historically, the company has not incurred any substantial liabilities resulting from these guarantees.

In addition, the company's subsidiaries may enter into joint ventures, teaming and other business arrangements (collectively, Business Arrangements) to support the company's products and services in domestic and international markets. The company generally strives to limit its exposure under these arrangements to its subsidiary's investment in the Business Arrangements or to the extent of such subsidiary's obligations under the applicable contract. In some cases, however, the company may be required to guarantee performance by the Business Arrangements and, in such cases, the company generally strives to obtain cross-indemnification from the other members of the Business Arrangements.

At June 30, 2014, the company is not aware of any existing event of default that would require it to satisfy any of these guarantees.

#### **U.S. Government Cost Claims**

From time to time, the company is advised of claims by the U.S. Government concerning certain potential disallowed costs, plus, at times, penalties and interest. When such findings are presented, the company and the U.S. Government representatives engage in discussions to enable the company to evaluate the merits of these claims, as well as to assess the amounts being claimed. Where appropriate, provisions are made to reflect the company's estimated exposure for matters raised by the U.S. Government. Such provisions are reviewed periodically using the most recent information available. The company believes it has adequately reserved for disputed amounts that are probable and estimable, and the outcome of any such matters would not have a material adverse effect on its unaudited condensed consolidated financial position as of June 30, 2014, or its annual results of operations and/or cash flows.

#### **Environmental Matters**

The estimated cost to complete remediation at certain current or formerly owned or leased sites has been accrued where the company believes, based on the facts and circumstances known to the company, it is probable the company will incur costs to address environmental impacts and the costs are reasonably estimable. As of June 30, 2014, management estimates the range of reasonably possible future costs for environmental remediation is between \$364 million and \$790 million, before considering the amount recoverable through overhead charges on U.S. Government contracts. At June 30, 2014, the amount within that range that is accrued for probable environmental remediation costs was \$383 million, of which \$132 million is accrued in other current liabilities and \$251 million is accrued in other non-current liabilities. A portion of the environmental remediation costs is expected to be recoverable through overhead charges on government contracts and, accordingly, such amounts are deferred in inventoried costs and other non-current assets. As of June 30, 2014, \$66 million is deferred in inventoried costs and \$129 million is deferred in other non-current assets. These amounts are evaluated for recoverability on a routine basis. Although management cannot predict whether new information gained as our environmental remediation projects progress, or as changes in facts and circumstances occur, will materially affect the estimated liability accrued, management does not anticipate future remediation expenditures associated with our currently identified projects will have a material adverse effect on the company's unaudited condensed consolidated financial position as of June 30, 2014, or its annual results of operations and/or cash flows.

#### **Financial Arrangements**

In the ordinary course of business, the company uses stand-by letters of credit and guarantees issued by commercial banks and surety bonds issued principally by insurance companies to guarantee the performance on certain obligations. At June 30, 2014, there were \$322 million of stand-by letters of credit and guarantees and \$165 million of surety bonds outstanding.

**NORTHROP GRUMMAN CORPORATION**

**Credit Facility**

The company maintains an unsecured credit facility in an aggregate principal amount of \$1.775 billion (the Credit Agreement). The Credit Agreement contains customary terms and conditions, including covenants restricting the company's ability to sell all or substantially all of its assets, merge or consolidate with another entity or undertake other fundamental changes and incur liens. The company also cannot permit the ratio of its debt to capitalization (as set forth in the Credit Agreement) to exceed 65 percent. At June 30, 2014, there was no balance outstanding under this facility. The company was in compliance with all covenants under its Credit Agreement on June 30, 2014.

**Indemnifications**

The company has retained certain environmental, income tax and other potential liabilities in connection with certain of its divestitures. The settlement of these liabilities is not expected to have a material adverse effect on the company's unaudited condensed consolidated financial position as of June 30, 2014, or its annual results of operations or cash flows.

**Operating Leases**

Rental expense for operating leases for the three and six months ended June 30, 2014, was \$73 million and \$145 million, respectively, and was \$74 million and \$148 million for the three and six months ended June 30, 2013, respectively. These amounts are net of immaterial amounts of sublease rental income.

**8. RETIREMENT BENEFITS**

The cost to the company of its defined benefit retirement plans are shown in the following table:

<i>\$ in millions</i>	Three Months Ended June 30				Six Months Ended June 30			
	Pension Benefits		Medical and Life Benefits		Pension Benefits		Medical and Life Benefits	
	2014	2013	2014	2013	2014	2013	2014	2013
<b>Components of net periodic benefit cost</b>								
Service cost	\$ 115	\$ 129	\$ 9	\$ 9	\$ 229	\$ 258	\$ 17	\$ 18
Interest cost	315	280	24	24	630	559	50	48
Expected return on plan assets	(468)	(452)	(21)	(19)	(935)	(905)	(42)	(38)
Amortization of:								
Prior service credit	(15)	(15)	(13)	(13)	(30)	(29)	(20)	(25)
Net loss from previous years	82	152	4	8	164	304	6	15
<b>Net periodic benefit cost</b>	<b>\$ 29</b>	<b>\$ 94</b>	<b>\$ 3</b>	<b>\$ 9</b>	<b>\$ 58</b>	<b>\$ 187</b>	<b>\$ 11</b>	<b>\$ 18</b>

**Employer Contributions**

We fund our defined benefit pension plans annually in a manner consistent with the Employee Retirement Income Security Act of 1974, as amended by the Pension Protection Act of 2006. For the six months ended June 30, 2014, we made contributions of \$39 million and \$26 million to the company's defined benefit pension plans and post-retirement benefit plans, respectively.

The company also sponsors defined contribution plans. For the three months ended June 30, 2014 and 2013, we made contributions of \$74 million and \$75 million, respectively, to these plans. For the six months ended June 30, 2014 and 2013, we made contributions of \$147 million and \$150 million, respectively, to these plans.

**9. STOCK COMPENSATION PLANS AND OTHER COMPENSATION ARRANGEMENTS**

**Stock Awards**

In February 2014, the company granted certain employees 0.2 million restricted stock rights (RSRs) and 0.5 million restricted performance stocks rights (RPSRs) under the company's long-term incentive stock plan, with a grant date aggregate fair value of \$88 million. The RSRs will typically vest on the third anniversary of the grant date, while the RPSRs will vest and settle based on the achievement of financial metrics for the three-year period ending December 31, 2016.

**NORTHROP GRUMMAN CORPORATION**

**Cash Awards**

In February 2014, the company granted certain employees cash units (CUs) and cash performance units (CPUs) with a minimum aggregate payout amount of \$31 million and a maximum aggregate payout amount of \$176 million. The CUs will vest and settle in cash on the third anniversary of the grant date, while the CPUs will vest and settle in cash based on the achievement of financial metrics for the three-year period ending December 31, 2016.

**NORTHROP GRUMMAN CORPORATION**

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholders of  
Northrop Grumman Corporation  
Falls Church, Virginia

We have reviewed the accompanying condensed consolidated statement of financial position of Northrop Grumman Corporation and subsidiaries as of June 30, 2014, and the related condensed consolidated statements of earnings and comprehensive income for the three-month and six-month periods ended June 30, 2014 and 2013, and of cash flows and changes in shareholders' equity for the six-month periods ended June 30, 2014 and 2013. These interim financial statements are the responsibility of the Corporation's management.

We conducted our reviews in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to such condensed consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated statement of financial position of Northrop Grumman Corporation and subsidiaries as of December 31, 2013, and the related consolidated statements of earnings and comprehensive income, cash flows, and changes in shareholders' equity for the year then ended (not presented herein); and in our report dated February 3, 2014, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2013, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

/s/ Deloitte & Touche LLP  
McLean, Virginia  
July 22, 2014



**NORTHROP GRUMMAN CORPORATION**

**Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

**OVERVIEW**

Northrop Grumman Corporation (herein referred to as “Northrop Grumman,” the “company,” “we,” “us,” or “our”) is a leading global security company. We provide innovative systems, products and solutions in unmanned systems; cybersecurity; command, control, communications and computers (C4) intelligence, surveillance and reconnaissance (C4ISR); strike aircraft; and logistics and modernization to government and commercial customers worldwide through our four segments: Aerospace Systems, Electronic Systems, Information Systems and Technical Services. We participate in many high-priority defense and government services programs in the United States (U.S.) and abroad. We offer a broad portfolio of capabilities and technologies that enable us to deliver innovative systems and solutions for applications that range from undersea to outer space and into cyberspace. We conduct most of our business with the U.S. Government, principally the Department of Defense (DoD) and intelligence community. We also conduct business with local, state and foreign governments and domestic and international commercial customers.

The following discussion should be read along with the unaudited condensed consolidated financial statements included in this Form 10-Q, as well as our 2013 Annual Report on Form 10-K, which provides a more thorough discussion of our systems, products and solutions; political and economic environment; industry outlook; and business trends. See further discussions in the Consolidated Operating Results and Segment Operating Results sections that follow.

**Political and Economic Environment**

The following is an update of events affecting the company’s political and economic environment since the filing of our 2013 Annual Report on Form 10-K.

On February 15, 2014, the President signed into law the Temporary Debt Limit Extension Act, suspending the statutory limit on the amount of permissible federal debt (the debt ceiling) until March 15, 2015.

On March 4, 2014, the President delivered his budget request for FY 2015 to Congress. The federal spending requested is consistent with levels mandated by the Bipartisan Budget Act of 2013. The discretionary spending request for FY 2015 totaled approximately \$1.0 trillion, including DoD base defense spending of \$489 billion. The President’s budget contained placeholder funding for overseas contingency operations (OCO), and on June 26, 2014, the President submitted to Congress an updated FY 2015 OCO request of \$65.8 billion, including \$58.6 billion for DoD.

In addition to his FY 2015 budget request, the President has requested an additional \$56 billion in FY 2015 spending under the Opportunity, Growth and Security (OGS) Initiative. The OGS Initiative includes further spending priorities designated by the President. The DoD’s portion of the defense-related OGS Initiative totals \$26.4 billion, with proposed spending spread across military departments and other components.

The President’s budget request (excluding the OGS Initiative) complies with FY 2015 sequestration levels; however, the budget request’s projected defense spending levels in FY 2016 through FY 2019 are approximately \$115 billion above sequestration levels. The President proposes to achieve this higher spending plan by replacing sequestration with a combination of spending cuts and tax changes. Congress is currently considering the FY 2015 budget request.

Along with the President’s FY 2015 budget request, the DoD released its Quadrennial Defense Review (QDR), a congressionally-mandated report that discusses the DoD’s long-term strategies and priorities. The QDR recommends spending above the sequester levels and specifies the impacts if sequester caps are imposed again in 2016.

**Operating Performance Assessment and Reporting**

We manage and assess our business based on our performance on contracts and programs (one or more closely-related contracts), with consideration given to the Critical Accounting Policies, Estimates and Judgments described in Part II, Item 7 of our 2013 Annual Report on Form 10-K. Sales for our portfolio of long-term contracts are primarily recognized using the cost-to-cost method of percentage of completion accounting, but in some cases the units-of-delivery method of percentage of completion accounting is utilized. As a result, sales tend to fluctuate in concert with costs across our large portfolio of contracts. Due to Federal Acquisition Regulation (FAR) rules that govern our business, most types of costs are allowable, and we do not focus on individual cost groupings (such as manufacturing, engineering and design labor costs, subcontractor costs, material costs, overhead costs, and general and administrative costs), as much as we do on total contract cost, which is the key driver of our sales and operating income.

**NORTHROP GRUMMAN CORPORATION**

Our contract management process involves the use of contract estimates-at-completion (EACs), which are generally prepared and evaluated on a bottoms-up basis at least annually; reviews of significant contracts are performed on a quarterly basis over the contract's period of performance. These EACs include an estimated contract operating income based initially on the contract award amount, adjusted to reflect estimated risks related to contract performance. These risks typically include technical risk, schedule risk and performance risk based on our evaluation of the contract effort. Similarly, the EACs may include identified opportunities for operating margin rate improvement. Over the contract's period of performance, our business and program management organizations perform evaluations of contract performance and adjust the contract sales and cost estimates to reflect the latest reliable information available.

Our business and program management organizations are comprised of skilled professional managers whose objective is to satisfy the customer's expectations, deliver high quality products and services, and manage contract cost risks and opportunities to achieve an appropriate operating margin rate on the contract. Our comprehensive business and contract management process involves personnel with expertise from various disciplines including engineering, production control, contracts, cost management, mission assurance and quality, finance and supply chain, among others. As part of this overall contract management function, personnel monitor compliance with our critical accounting policies related to contract accounting and compliance with U.S. Government regulations. Contract operating income and period-to-period contract operating margin rates are adjusted over the contract's period of performance to reflect the latest estimated sales and cost for the contract, including changes in the risks and opportunities affecting the contract. Such adjustments are accounted for under the cumulative catch-up method of accounting and may have a favorable or unfavorable effect on operating income depending upon the specific conditions affecting each contract.

In evaluating our operating performance, we look primarily at changes in sales and operating income, including the effects of meaningful changes in operating income as a result of changes in contract estimates. Where applicable, significant fluctuations in operating performance attributable to individual contracts or programs, or changes in a specific cost element across multiple contracts, are described in our analysis. Based on this approach and the nature of our operations, the discussion of results of operations first focuses on our four segments before distinguishing between products and services. Changes in sales are generally described in terms of volume, deliveries or other indicators of sales activity and contract mix. For purposes of this discussion, volume generally refers to increases or decreases in sales or cost from production/service activity levels or delivery rates. Performance refers to changes in contract margin rates for the period, as well as the continuing effect of prior cumulative catch-up adjustments. Both are primarily related to the changes in estimates referred to above.

**CONSOLIDATED OPERATING RESULTS**

Selected financial highlights are presented in the table below:

<i>\$ in millions, except per share amounts</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Sales	\$ 6,039	\$ 6,294	\$ 11,887	\$ 12,398
Operating costs and expenses	5,219	5,488	10,222	10,833
Operating income	820	806	1,665	1,565
<i>Operating margin rate</i>	13.6%	12.8%	14.0%	12.6%
Federal and foreign income tax expense	245	236	452	459
<i>Effective income tax rate</i>	32.4%	32.6%	29.3%	32.0%
Diluted earnings per share	2.37	2.05	5.01	4.08
Net cash provided by operating activities	\$ 572	\$ 328	\$ 170	\$ 329

**Sales**

Sales for the three months ended June 30, 2014, decreased \$255 million, or 4 percent, and for the six months ended June 30, 2014, decreased \$511 million, or 4 percent, as compared with the same period in 2013.

**NORTHROP GRUMMAN CORPORATION**

The table below shows the variances in segment sales from the prior year period:

<i>\$ in millions</i>	Three Month Variance		Six Month Variance	
Aerospace Systems	\$ (111)	(4%)	\$ (176)	(3%)
Electronic Systems	(27)	(2%)	(104)	(3%)
Information Systems	(127)	(8%)	(224)	(7%)
Technical Services	10	1%	(10)	(1%)
Intersegment sales elimination	—	—	3	—
<b>Total sales variance</b>	<b>\$ (255)</b>	<b>(4%)</b>	<b>\$ (511)</b>	<b>(4%)</b>

For further information by segment refer to Segment Operating Results below, and for product and service detail, refer to the Product and Service Analysis section that follows Segment Operating Results.

**Operating Costs and Expenses**

Operating costs and expenses are primarily comprised of labor, material, subcontractor and overhead costs, and are generally allocated to contracts as incurred. In accordance with industry practice and the regulations that govern cost accounting requirements for government contracts, most general management and corporate expenses incurred at the segment and corporate locations are considered allowable and allocable costs. Allowable and allocable general and administrative costs are allocated on a systematic basis to contracts in progress.

Operating costs and expenses comprise the following:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	<b>2014</b>	2013	<b>2014</b>	2013
Product costs	<b>\$ 2,668</b>	\$ 2,703	<b>\$ 5,201</b>	\$ 5,334
Service costs	<b>1,961</b>	2,203	<b>3,889</b>	4,359
General and administrative expenses	<b>590</b>	582	<b>1,132</b>	1,140
<b>Operating costs and expenses</b>	<b>\$ 5,219</b>	\$5,488	<b>\$ 10,222</b>	\$ 10,833

Product costs as a percentage of product sales for the three months ended June 30, 2014 were 74.9 percent, comparable to the 75.2 percent during the same period in 2013. Service costs as a percentage of service sales for the three months ended June 30, 2014 were 79.2 percent as compared to 81.6 percent during the same period in 2013; the decrease was mainly due to improved performance across a number of programs at Information Systems.

Product costs as a percentage of product sales for the six months ended June 30, 2014 were 74.6 percent as compared to 76.0 percent during the same period in 2013; the decrease was principally driven by improved performance on certain manned military aircraft programs at Aerospace Systems during 2014.

Service costs as a percentage of service sales for the six months ended June 30, 2014 were 79.1 percent as compared to 81.0 percent during the same period in 2013; the decrease was mainly due to improved performance across a number of service programs at Information Systems.

For the product and service costs detail, see the Product and Service Analysis section that follows Segment Operating Results.

General and administrative expenses as a percentage of total sales for the three and six months ended June 30, 2014 were 9.8 percent and 9.5 percent, respectively, as compared with 9.2 percent for the same periods in 2013. This change largely reflects increased investment for future business at Aerospace Systems and Electronic Systems.

**NORTHROP GRUMMAN CORPORATION****Operating Income**

We define operating income as sales less operating costs and expenses, which includes general and administrative expenses. Changes in estimated contract operating income at completion, resulting from changes in estimated sales, operating costs and expenses, are recorded using the cumulative catch-up method of accounting, which in aggregate can have a significant effect on our reported sales and operating income in each of our reporting periods. Cumulative catch-up adjustments are presented in the table below:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Favorable adjustments	\$ 226	\$ 324	\$ 482	\$ 547
Unfavorable adjustments	(61)	(77)	(120)	(126)
Net favorable adjustments	\$ 165	\$ 247	\$ 362	\$ 421

Net cumulative catch-up adjustments by segment are presented in the table below:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Aerospace Systems	\$ 70	\$ 128	\$ 195	\$ 205
Electronic Systems	77	112	134	192
Information Systems	16	8	34	17
Technical Services	8	12	21	24
Eliminations	(6)	(13)	(22)	(17)
Net favorable adjustments	\$ 165	\$ 247	\$ 362	\$ 421

**Federal and Foreign Income Tax Expense**

The effective tax rates for the three and six months ended June 30, 2014, were 32.4 percent and 29.3 percent, respectively, compared with 32.6 percent and 32.0 percent for the three and six months ended June 30, 2013, respectively. The company's lower effective tax rate for the six months ended June 30, 2014, reflects a \$51 million benefit for the partial resolution of the 2007-2009 Internal Revenue Service (IRS) examination, offset in part by the absence of research tax credits in 2014.

**Diluted Earnings Per Share**

Diluted earnings per share for the three months ended June 30, 2014, increased \$0.32 or 16 percent, as compared with the same period in 2013. Diluted earnings per share for the six months ended June 30, 2014, increased \$0.93, or 23 percent, as compared with the same period in 2013. The higher diluted earnings per share for both periods reflects higher net earnings and lower weighted average shares outstanding resulting from share repurchases during 2013 and 2014.

**Cash from Operating Activities**

For the three months ended June 30, 2014, net cash provided by operating activities increased \$244 million, as compared with the same period in 2013, principally driven by the impact of a \$500 million voluntary pre-tax pension contribution made in April 2013, partially offset by changes in trade working capital. For the six months ended June 30, 2014, net cash provided by operating activities decreased \$159 million, as compared with the same period in 2013, principally driven by changes in trade working capital, partially offset by the impact of a \$500 million voluntary pre-tax pension contribution made in April 2013.

**SEGMENT OPERATING RESULTS****Basis of Presentation**

We are aligned in four segments: Aerospace Systems, Electronic Systems, Information Systems and Technical Services. This section discusses segment sales, operating income and operating margin rates. The reconciliation of segment sales to total sales is provided in Note 3 to the unaudited condensed consolidated financial statements in Item 1. The reconciliation of segment operating income to total operating income, as well as a discussion of the reconciling items, is provided in Note 3 to the unaudited condensed consolidated financial statements in Item 1. For

**NORTHROP GRUMMAN CORPORATION**

purposes of the discussion in this Segment Operating Results section, references to operating income and operating margin rate reflect segment operating income and segment operating margin rate.

On February 27, 2014, the company acquired Qantas Defence Services Pty Limited (QDS), now called Northrop Grumman Integrated Defence Services Pty Limited (Northrop Grumman IDS) for \$72 million in cash. Northrop Grumman IDS provides integrated logistics, sustainment and modernization support primarily to Australian government and military customers. Preliminary estimates of the fair value of the assets acquired and liabilities assumed and the results of operations of Northrop Grumman IDS are included in the Technical Services segment. These amounts were not material to the company's unaudited condensed consolidated financial statements.

**Segment Operating Income**

Segment operating income, as reconciled below, is a non-GAAP measure and is used by management as an internal measure for financial performance of our operating segments. Segment operating income reflects total earnings from our four segments including allocated pension expense recognized under CAS.

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Segment operating income	\$ 742	\$ 797	\$ 1,499	\$ 1,545
Segment operating margin rate	12.3%	12.7%	12.6%	12.5%

Segment operating income decreased for the three and six months ended June 30, 2014, due to lower sales and lower net favorable adjustments, partially offset by the continuing benefit of higher margin rates resulting from previous net favorable adjustments.

The table below reconciles segment operating income to total operating income by including the impact of net FAS/CAS pension differences, as well as certain corporate-level expenses, which are not considered allowable or allocable under applicable CAS or FAR.

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Segment operating income	\$ 742	\$ 797	\$ 1,499	\$ 1,545
CAS pension expense	139	125	278	251
Less: FAS pension expense	(29)	(94)	(58)	(187)
Net FAS/CAS pension adjustment	110	31	220	64
Unallocated corporate expenses	(31)	(21)	(53)	(40)
Other	(1)	(1)	(1)	(4)
Total operating income	\$ 820	\$ 806	\$ 1,665	\$ 1,565

For financial statement purposes, we account for our employee pension plans in accordance with GAAP under FAS. However, the cost of these plans is charged to our contracts in accordance with the FAR and the related CAS that govern such plans. The net FAS/CAS pension adjustment is pension expense charged to contracts and included as cost in segment operating income less pension expense determined in accordance with GAAP. The increase in the FAS/CAS pension adjustment for the three and six months ended June 30, 2014, as compared to the same periods in 2013, is primarily due to a reduction in FAS pension expense driven by the increase in our FAS discount rate assumption as of December 31, 2013.

Unallocated corporate expenses generally include the portion of corporate expenses, other than FAS pension costs, not considered allowable or allocable under applicable CAS and FAR rules, and therefore not allocated to the segments, such as a portion of management and administration, legal, environmental, certain compensation and retiree benefits, and other expenses.

## NORTHROP GRUMMAN CORPORATION

## AEROSPACE SYSTEMS

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Sales	\$ 2,502	\$ 2,613	\$ 4,922	\$ 5,098
Operating income	290	336	614	606
Operating margin rate	11.6%	12.9%	12.5%	11.9%

*Current Quarter*

Aerospace Systems sales for the three months ended June 30, 2014, decreased \$111 million, or 4 percent, as compared with the same period in 2013, due to lower volume on unmanned and space programs. The decrease in unmanned programs is primarily due to lower production activity on Global Hawk and lower development activity on Fire Scout, partially offset by increased volume on the NATO Alliance Ground Surveillance (AGS) program. The decline in space programs is principally driven by lower volume on the Advanced Extremely High Frequency (Advanced EHF) program. Volume for manned military aircraft was comparable to the prior year period.

Operating income for the three months ended June 30, 2014, decreased \$46 million, or 14 percent, and operating margin rate decreased to 11.6 percent, from 12.9 percent. Lower operating income and margin rate are primarily due to a decrease in net favorable adjustments of \$58 million in the second quarter of 2014, and the lower sales volume described above, partially offset by the continuing benefit of higher margin rates resulting from previous net favorable adjustments.

*Year to Date*

Aerospace Systems sales for the six months ended June 30, 2014, decreased \$176 million, or 3 percent, as compared with the same period in 2013, reflecting lower volume on unmanned and space programs. The decrease in unmanned programs is primarily due to lower production activity on Global Hawk and lower development activity on Fire Scout, partially offset by increased volume on the NATO AGS program. The decline in space programs is principally driven by lower volume on the Advanced EHF and the Space Tracking and Surveillance System programs. Volume for manned military aircraft was comparable to the prior year period.

Operating income for the six months ended June 30, 2014, increased \$8 million, or 1 percent, and operating margin rate increased to 12.5 percent, from 11.9 percent. Higher operating income and margin rate are primarily due to improved performance, including the continuing benefit of higher margin rates resulting from previous net favorable adjustments, which were partially offset by the lower sales volume described above.

## ELECTRONIC SYSTEMS

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Sales	\$ 1,744	\$ 1,771	\$ 3,388	\$ 3,492
Operating income	291	322	559	618
Operating margin rate	16.7%	18.2%	16.5%	17.7%

*Current Quarter*

Electronic Systems sales for the three months ended June 30, 2014, decreased \$27 million, or 2 percent, as compared with the same period in 2013. Sales decreased primarily due to fewer deliveries of navigation and maritime systems and infrared countermeasures products. These declines were partially offset by higher volume on international and space programs.

Operating income for the three months ended June 30, 2014, decreased \$31 million, or 10 percent, and operating margin rate decreased to 16.7 percent from 18.2 percent. The decrease in second quarter 2014 operating income and margin rate principally reflects a \$35 million reduction in net favorable adjustments and lower sales.

*Year to Date*

Electronic Systems sales for the six months ended June 30, 2014, decreased \$104 million, or 3 percent, as compared with the same period in 2013. Sales declined due to the timing of deliveries on combat avionic programs and fewer

**NORTHROP GRUMMAN CORPORATION**

deliveries of navigation and maritime systems and infrared countermeasures products. These decreases were partially offset by higher volume on international programs.

Operating income for the six months ended June 30, 2014, decreased \$59 million, or 10 percent, and operating margin rate decreased to 16.5 percent from 17.7 percent. Operating income and margin rate for the six months ended June 30, 2014 declined primarily due to a decrease in net favorable adjustments of \$58 million and lower sales, partially offset by improved performance. In addition, the six months ended June 30, 2013 benefited from the reversal of a \$26 million non-programmatic risk reserve.

**INFORMATION SYSTEMS**

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Sales	\$ 1,562	\$ 1,689	\$ 3,139	\$ 3,363
Operating income	153	141	315	312
Operating margin rate	9.8%	8.3%	10.0%	9.3%

*Current Quarter*

Information Systems sales for the three months ended June 30, 2014, decreased \$127 million, or 8 percent, as compared with the same period in 2013. Sales declined as a result of reduced funding levels across a broad number of programs and the impacts of in-theater force reductions.

Operating income for the three months ended June 30, 2014, increased \$12 million, or 9 percent, and operating margin rate increased to 9.8 percent, from 8.3 percent. The higher operating income and margin rate in 2014 are primarily due to improved performance, including an increase in net favorable adjustments and the continuing benefit of higher margin rates resulting from previous net favorable adjustments, which more than offset the sales declines described above.

*Year to Date*

Information Systems sales for the six months ended June 30, 2014, decreased \$224 million, or 7 percent, as compared with the same period in 2013. Sales declined as a result of reduced funding levels across a broad number of programs, including restricted work and the impacts of in-theater force reductions.

Operating income for the six months ended June 30, 2014, increased \$3 million, or 1 percent, and operating margin rate increased to 10.0 percent, from 9.3 percent. The higher operating income and margin rate are primarily due to improved performance, including an increase in net favorable adjustments and the continuing benefit of higher margin rates resulting from previous net favorable adjustments, which more than offset the sales declines described above.

**TECHNICAL SERVICES**

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Sales	\$ 732	\$ 722	\$ 1,429	\$ 1,439
Operating income	68	69	136	134
Operating margin rate	9.3%	9.6%	9.5%	9.3%

*Current Quarter*

Technical Services sales for the three months ended June 30, 2014, increased \$10 million, or 1 percent, as compared with the same period in 2013, due to growth in international sales, primarily as a result of the acquisition of QDS in the first quarter of 2014, which was partially offset by reduced sales on the InterContinental Ballistic Missile (ICBM) program due to program ramp-down.

Operating income for the second quarter of 2014, was comparable to the second quarter of 2013. Operating margin rate for the three months ended June 30, 2014 decreased to 9.3 percent from 9.6 percent in the same period in 2013.

**NORTHROP GRUMMAN CORPORATION**

*Year to Date*

Technical Services sales for the six months ended June 30, 2014, decreased \$10 million, or 1 percent, as compared with the same period in 2013. The decrease was primarily due to ramp-downs on the ICBM and Hunter programs, which were partially offset by growth in international sales, principally as a result of the acquisition of QDS in the first quarter of 2014.

Operating income for the six months ended June 30, 2014, was comparable to the same period in 2013. Operating margin rate for the six months ended June 30, 2014 increased to 9.5 percent from 9.3 percent in the same period in 2013.

**PRODUCT AND SERVICE ANALYSIS**

The following table presents product and service sales and operating costs and expenses by segment:

<i>\$ in millions</i>	Three Months Ended June 30				Six Months Ended June 30			
	2014		2013		2014		2013	
<b>Segment Information:</b>	<b>Sales</b>	<b>Operating Costs and Expenses</b>	<b>Sales</b>	<b>Operating Costs and Expenses</b>	<b>Sales</b>	<b>Operating Costs and Expenses</b>	<b>Sales</b>	<b>Operating Costs and Expenses</b>
<b>Aerospace Systems</b>								
Product	\$ 2,008	\$ 1,768	\$ 2,172	\$ 1,894	\$ 3,981	\$ 3,476	\$ 4,337	\$ 3,830
Service	494	444	441	383	941	832	761	662
<b>Electronic Systems</b>								
Product	1,429	1,192	1,367	1,121	2,750	2,297	2,686	2,216
Service	315	261	404	328	638	532	806	658
<b>Information Systems</b>								
Product	341	324	254	229	660	621	409	372
Service	1,221	1,085	1,435	1,319	2,479	2,203	2,954	2,679
<b>Technical Services</b>								
Product	42	41	45	38	98	91	105	92
Service	690	623	677	615	1,331	1,202	1,334	1,213
<b>Segment Totals</b>								
Total Product	\$ 3,820	\$ 3,325	\$ 3,838	\$ 3,282	\$ 7,489	\$ 6,485	\$ 7,537	\$ 6,510
Total Service	2,720	2,413	2,957	2,645	5,389	4,769	5,855	5,212
Intersegment eliminations	(501)	(441)	(501)	(430)	(991)	(866)	(994)	(869)
<b>Total segment<sup>(1)</sup></b>	<b>\$ 6,039</b>	<b>\$ 5,297</b>	<b>\$ 6,294</b>	<b>\$ 5,497</b>	<b>\$ 11,887</b>	<b>\$ 10,388</b>	<b>\$ 12,398</b>	<b>\$ 10,853</b>

(1) The reconciliation of segment operating income to total operating income, as well as a discussion of the reconciling items, is included in Note 3 to the unaudited condensed consolidated financial statements in Item 1.

**Product Sales and Costs**

*Current Quarter*

Product sales for the three months ended June 30, 2014 were comparable with the same period in 2013, as lower product sales at Aerospace Systems were offset by higher product sales at Electronic Systems and Information Systems. The decrease at Aerospace Systems was primarily driven by the lower volume on certain unmanned and space programs as described in the Segment Operating Results section above. The increase at Electronic Systems was primarily due to higher product sales on international and space programs. The increase at Information Systems was primarily due to higher product sales on restricted programs.

Product costs for the three months ended June 30, 2014, increased \$43 million, or 1 percent, as compared with the same period in 2013. The increase was primarily driven by higher product costs at Electronic Systems and Information Systems, partially offset by lower product costs at Aerospace Systems, consistent with the changes in product sales described above.



**NORTHROP GRUMMAN CORPORATION***Year to Date*

Product sales for the six months ended June 30, 2014, decreased \$48 million, or 1 percent, as compared with the same period in 2013. The decrease was primarily driven by lower product sales at Aerospace Systems, partially offset by higher product sales at Electronic Systems and Information Systems. The decrease at Aerospace Systems was primarily driven by lower volume on certain unmanned and space programs as described in the Segment Operating Results section above. The increase at Electronic Systems was primarily due to higher product sales on international and space programs, primarily offset by lower volume on combat avionics programs. The increase at Information Systems was primarily due to higher product sales on restricted and defense programs.

Product costs for the six months ended June 30, 2014 were comparable with the same period in 2013, as lower product costs at Aerospace Systems were offset by higher product costs at Electronic Systems and Information Systems, consistent with the changes in product sales described above.

**Service Sales and Costs***Current Quarter*

Service sales for the three months ended June 30, 2014, decreased \$237 million, or 8 percent, as compared with the same period in 2013. The decrease was primarily driven by lower service sales at Information Systems due to reduced funding levels across a broad number of programs and the impacts of in-theater force reductions, as described in the Segment Operating Results section above.

Service costs for the three months ended June 30, 2014, decreased \$232 million, or 9 percent, as compared with the same period in 2013. The decrease was primarily driven by the lower service sales volume described above.

*Year to Date*

Service sales for the six months ended June 30, 2014, decreased \$466 million, or 8 percent, as compared with the same period in 2013. The decrease was primarily driven by lower service sales at Information Systems due to reduced volume on restricted work and the impacts of in-theater force reductions, as described in the Segment Operating Results section above.

Service costs for the six months ended June 30, 2014, decreased \$443 million, or 8 percent, as compared with the same period in 2013, primarily due to the lower service sales volume described above.

**BACKLOG**

Total backlog includes both funded backlog (firm orders for which funding is authorized and appropriated) and unfunded backlog. Unexercised contract options and indefinite delivery indefinite quantity (IDIQ) contracts are not included in backlog until the time the option or IDIQ task order is exercised or awarded. For multi-year service contracts with non-U.S. Government customers having no stated contract values, backlog includes only the amounts committed by the customer. Backlog is converted into sales as costs are incurred or deliveries are made.

Backlog consisted of the following as of June 30, 2014, and December 31, 2013:

<i>\$ in millions</i>	<b>June 30, 2014</b>		<b>December 31, 2013</b>	
	<b>Funded</b>	<b>Unfunded</b>	<b>Total Backlog</b>	<b>Total Backlog</b>
Aerospace Systems	\$ 9,783	\$ 6,880	\$ 16,663	\$ 18,321
Electronic Systems	6,924	2,704	9,628	9,037
Information Systems	3,154	3,510	6,664	6,864
Technical Services	2,315	285	2,600	2,811
<b>Total backlog</b>	<b>\$ 22,176</b>	<b>\$ 13,379</b>	<b>\$ 35,555</b>	<b>\$ 37,033</b>

Total backlog as of June 30, 2014 declined \$1.5 billion, or 4 percent, as compared with backlog as of December 31, 2013. The decline was primarily due to the timing of awards at Aerospace Systems, partially offset by \$175 million of estimated backlog acquired as part of the company's purchase of QDS in the first quarter of 2014. See Segment Operating Results for further information.

**New Awards**

The estimated value of contract awards recorded during the six months ended June 30, 2014 was \$10.2 billion. New awards during this period include \$665 million for the F-35 program, \$552 million for the Virginia Class Submarine program, \$460 million for the F/A-18 program, \$299 million for the B-2 program and \$282 million for the E-2D

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Advanced Hawkeye program. Subsequent to quarter-end, we received a \$3.6 billion multi-year award for the E-2D Advanced Hawkeye program. The E-2D award is not included in second quarter 2014 new awards or backlog.

**LIQUIDITY AND CAPITAL RESOURCES**

We endeavor to ensure the most efficient conversion of operating income into cash for deployment in our business and to maximize shareholder value. In addition to our cash position, we use various financial measures to assist in capital deployment decision-making, including cash provided by operating activities, free cash flow, net debt-to-equity and net debt-to-capital. We believe these measures are useful to investors in assessing our financial performance and condition.

Cash balances and cash generated from operating activities, supplemented by borrowings under credit facilities and/or in the capital markets, if needed, is expected to be sufficient to fund our operations for at least the next 12 months.

The table below summarizes key components of cash flow provided by operating activities:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Net earnings	\$ 511	\$ 488	\$ 1,090	\$ 977
Non-cash items <sup>(1)</sup>	112	154	215	302
Retiree benefit funding (in excess of) less than expense	(6)	(468)	8	(397)
Trade working capital change and other	(45)	154	(1,143)	(553)
Net cash provided by operating activities	\$ 572	\$ 328	\$ 170	\$ 329

(1) Includes depreciation and amortization, stock-based compensation expense and deferred income taxes

**Free Cash Flow from Operations**

Free cash flow from operations is defined as cash provided by operating activities less capital expenditures. We believe free cash flow from operations is a useful measure for investors to consider as it represents the cash flow the company has available after capital spending to invest for future growth, strengthen the balance sheet and/or return to shareholders through dividends and share repurchases. Free cash flow is a key factor in our planning for and consideration of strategic acquisitions, the payment of dividends and stock repurchases.

Free cash flow from operations is not a measure of financial performance under GAAP, and may not be defined and calculated by other companies in the same manner. This measure should not be considered in isolation as a measure of residual cash flow available for discretionary purposes or as an alternative to operating results presented in accordance with GAAP as indicators of performance.

The table below reconciles cash provided by operating activities to free cash flow from operations:

<i>\$ in millions</i>	Three Months Ended June 30		Six Months Ended June 30	
	2014	2013	2014	2013
Net cash provided by operating activities	\$ 572	\$ 328	\$ 170	\$ 329
Less: capital expenditures	(116)	(48)	(176)	(88)
Free cash flow provided by (used in) operations	\$ 456	\$ 280	\$ (6)	\$ 241

**Cash Flows**

The following is a discussion of our major operating, investing and financing cash flows from operations for the six months ended June 30, 2014 and 2013, as classified in the unaudited condensed consolidated statements of cash flows in Part I, Item 1.

**Operating Activities**

Net cash provided by operating activities for the six months ended June 30, 2014, decreased \$159 million as compared to the same period in 2013. The change was principally driven by changes in trade working capital, partially offset by the impact of a \$500 million voluntary pre-tax pension contribution made in April 2013.

**Investing Activities**

Net cash used in investing activities for the six months ended June 30, 2014, increased \$166 million, as compared to the same period in 2013, due to an increase in capital expenditures and the acquisition of QDS.

## **NORTHROP GRUMMAN CORPORATION**

### **Financing Activities**

Net cash used in financing activities for the six months ended June 30, 2014, was \$1,596 million, as compared to net cash provided by financing activities of \$795 million in the same period in 2013. The change was principally driven by net proceeds of \$2.0 billion from the company's debt issuance and redemption in the second quarter of 2013 and higher expenditures for stock repurchases in 2014 as compared to the same period in 2013.

### **CRITICAL ACCOUNTING POLICIES, ESTIMATES AND JUDGMENTS**

There have been no material changes to our critical accounting policies, estimates or judgments from those discussed in our 2013 Annual Report on Form 10-K.

### **ACCOUNTING STANDARDS UPDATES**

On May 28, 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 supersedes existing revenue recognition guidance, including Accounting Standards Codification (ASC) No. 605-35, *Revenue Recognition - Construction-Type and Production-Type Contracts*. ASU 2014-09 outlines a single set of comprehensive principles for recognizing revenue under U.S. GAAP. Among other things, it requires companies to identify contractual performance obligations and determine whether revenue should be recognized at a point in time or over time. These concepts, as well as other aspects of ASU 2014-09, may change the method and/or timing of revenue recognition for certain of our contracts. ASU 2014-09 will be effective January 1, 2017, and may be applied either retrospectively or through the use of a modified-retrospective method. We are currently evaluating both methods of adoption as well as the effect ASU 2014-09 will have on the company's consolidated financial position, results of operations and cash flows.

Other accounting standards updates effective after June 30, 2014, are not expected to have a material effect on the company's consolidated financial position or its annual results of operations and cash flows.

### **FORWARD-LOOKING STATEMENTS AND PROJECTIONS**

This Form 10-Q and the information we are incorporating by reference contain statements, other than statements of historical fact, that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "expect," "intend," "may," "could," "plan," "project," "forecast," "believe," "estimate," "outlook," "anticipate," "trends," "goals," and similar expressions generally identify these forward-looking statements. Forward-looking statements include, among other things, statements relating to our future financial condition, results of operations and cash flows. Forward-looking statements are based upon assumptions, expectations, plans and projections that we believe to be reasonable when made, but which may change over time. These statements are not guarantees of future performance and inherently involve a wide range of risks and uncertainties that are difficult to predict. Specific risks that could cause actual results to differ materially from those expressed or implied in these forward-looking statements include, but are not limited to, those identified under Risk Factors in our Form 10-K for the year ended December 31, 2013, as well as those identified in this report under Part II, Item 1A and other important factors disclosed in this report and from time to time in our other filings with the SEC.

You are urged to consider the limitations on, and risks associated with, forward-looking statements and not unduly rely on the accuracy of forward-looking statements. These forward-looking statements speak only as of the date this report is first filed or, in the case of any document incorporated by reference, the date of that document. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

### **CONTRACTUAL OBLIGATIONS**

There have been no additional material changes to our contractual obligations from those discussed in our 2013 Annual Report on Form 10-K.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There have been no material changes to our market risks from those discussed in our 2013 Annual Report on Form 10-K.

**NORTHROP GRUMMAN CORPORATION**

**Item 4. Controls and Procedures**

**Disclosure Controls and Procedures**

Our principal executive officer (Chairman, Chief Executive Officer and President) and principal financial officer (Corporate Vice President and Chief Financial Officer) have evaluated the company's disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities and Exchange Act of 1934, as amended) and have concluded that, as of June 30, 2014, these controls and procedures were effective.

**Changes in Internal Controls over Financial Reporting**

During the three months ended June 30, 2014, no change occurred in our internal controls over financial reporting that materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

NORTHROP GRUMMAN CORPORATION

PART II. OTHER INFORMATION

**Item 1. Legal Proceedings**

We have provided information about certain legal proceedings in which we are involved in our 2013 Annual Report on Form 10-K, and updated that information in Note 6 to the unaudited condensed consolidated financial statements in Part I, Item 1 of this report.

We are a party to various investigations, lawsuits, claims and other legal proceedings, including government investigations and claims, that arise in the ordinary course of our business. These types of matters could result in fines; penalties; compensatory, treble or other damages; or non-monetary relief. U.S. Government regulations also provide that certain allegations against a contractor may lead to suspension or debarment from future U.S. Government contracts or suspension of export privileges for the company or one or more of its components. Suspension or debarment could have a material adverse effect on the company because of the company's reliance on government contracts and authorizations. The nature of legal proceedings is such that we cannot assure the outcome of any particular matter. However, based on information available to us to date and other than as noted in our 2013 Annual Report on Form 10-K, as updated by Note 6 to the unaudited condensed consolidated financial statements in this report, we do not believe that the outcome of any matter pending against the company is likely to have a material adverse effect on the company's unaudited condensed consolidated financial position as of June 30, 2014, its annual results of operations and/or cash flows. For further information on the risks we face from existing and future investigations, claims and other legal proceedings, please see Risk Factors in Part I, Item 1A of our 2013 Annual Report on Form 10-K.

**Item 1A. Risk Factors**

The following is an update to one of our risk factors described in our 2013 Annual Report on Form 10-K and should be read in conjunction with the risk factors therein.

***Pension and medical expenses associated with our retirement benefit plans may fluctuate significantly depending upon changes in actuarial assumptions, future investment performance of plan assets, future health care costs and legislative or other regulatory actions.***

A substantial portion of our current and retired employee population is covered by pension and other post-retirement benefit plans, the costs of which are dependent upon various assumptions, including estimates of rates of return on benefit plan assets, discount rates for future payment obligations, rates of future cost growth and trends for future costs. In addition, funding requirements for benefit obligations of our pension and other post-retirement benefit plans are subject to legislative and other government regulatory actions. Variances from these estimates could have a material adverse effect on our financial position, results of operations and/or cash flows.

Recently, the Society of Actuaries released proposed mortality tables, which update life expectancy assumptions. Final updates to the mortality tables are expected to be issued by the end of 2014. Based on this expected data, it is likely we would revise the mortality assumptions used in determining our FAS (GAAP Financial Accounting Standards) pension and post-retirement benefit obligations as of December 31, 2014, which would have a related impact on our annual FAS benefit expense in future years. The mortality assumptions used in determining our future CAS (U.S. Government Cost Accounting Standards) benefit expense will also be revised. We expect the adoption of new mortality assumptions for purposes of funding our plans will likely trail the adoption for both FAS and CAS purposes. New mortality assumptions, when fully implemented for FAS, plan funding, and CAS, will likely result in an increase in liabilities and annual FAS and CAS benefit expense. They may also result in additional funding requirements dependent upon the funded status of our plans. These expectations presume all other assumptions remain constant and there are no changes to applicable funding regulations.

Additionally, due to government regulations, pension plan cost recoveries under our U.S. Government contracts occur in different periods from when those pension costs are recognized for financial statement purposes or when pension funding is made. These timing differences could have a material adverse effect on our cash flows. The cost accounting rules have been revised in order to partially harmonize the measurement and period of assignment of defined benefit pension plan costs allocable to U.S. Government contracts and the minimum required contribution under the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act (PPA) of 2006. These rules better align, but do not eliminate, mismatches between ERISA funding requirements and CAS pension costs for U.S. Government CAS covered contracts.

**NORTHROP GRUMMAN CORPORATION****Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

*Purchases of Equity Securities* – The table below summarizes our repurchases of common stock during the three months ended June 30, 2014:

<b>Period</b>	<b>Number of Shares Purchased<sup>(1)</sup></b>	<b>Average Price Paid per Share<sup>(2)</sup></b>	<b>Numbers of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Approximate Dollar Value of Shares that May Yet Be Purchased under the Plans or Programs (\$ in millions)</b>
April	1,493,539	\$ 120.35	1,493,539	\$ 2,361
May	2,197,126	120.24	2,197,126	2,096
June	2,443,707	121.64	2,443,707	1,799
Ending balance	6,134,372	\$ 120.82	6,134,372	\$ 1,799

(1) On May 15, 2013, the company's board of directors authorized a share repurchase program of up to \$4.0 billion of the company's common stock. Repurchases under this program commenced in September 2013 upon the completion of the company's 2010 repurchase program. As of June 30, 2014, our repurchases under the program totaled \$2.2 billion and \$1.8 billion remained under this share repurchase authorization. This repurchase program is expected to expire when we have used all authorized funds for repurchase.

(2) Includes commissions paid.

Share repurchases take place from time to time, subject to market conditions and management's discretion, in the open market or in privately negotiated transactions. The company retires its common stock upon repurchase and has not made any purchases of common stock other than in connection with these publicly announced repurchase program authorizations.

**Item 3. Defaults Upon Senior Securities**

No information is required in response to this item.

**Item 4. Mine Safety Disclosures**

No information is required in response to this item.

**Item 5. Other Information**

No information is required in response to this item.

**NORTHROP GRUMMAN CORPORATION**

**Item 6. Exhibits**

- 2.1 Agreement and Plan of Merger among Titan II, Inc. (formerly Northrop Grumman Corporation), Northrop Grumman Corporation (formerly New P, Inc.) and Titan Merger Sub Inc., dated March 29, 2011 (incorporated by reference to Exhibit 10.1 to Form 8-K filed April 4, 2011)
- 2.2 Separation and Distribution Agreement dated as of March 29, 2011, among Titan II, Inc. (formerly Northrop Grumman Corporation), Northrop Grumman Corporation (formerly New P, Inc.), Huntington Ingalls Industries, Inc., Northrop Grumman Shipbuilding, Inc. and Northrop Grumman Systems Corporation (incorporated by reference to Exhibit 10.2 to Form 8-K filed April 4, 2011)
- +\*10.1 Non-Employee Director Compensation Term Sheet, effective as of May 21, 2014
- +\*10.2 Amended and Restated Grant Certificate Specifying the Terms and Conditions Applicable to 2014 Restricted Stock Rights Granted Under the 2011 Long-Term Incentive Stock Plan
- +\*10.3 Amended and Restated Grant Certificate Specifying the Terms and Conditions Applicable to 2014 Restricted Performance Stock Rights Granted Under the 2011 Long-Term Incentive Stock Plan
- \*12(a) Computation of Ratio of Earnings to Fixed Charges
  - \*15 Letter from Independent Registered Public Accounting Firm
- \*31.1 Rule 13a-14(a)/15d-14(a) Certification of Wesley G. Bush (Section 302 of the Sarbanes-Oxley Act of 2002)
- \*31.2 Rule 13a-14(a)/15d-14(a) Certification of James F. Palmer (Section 302 of the Sarbanes-Oxley Act of 2002)
- \*\*32.1 Certification of Wesley G. Bush pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- \*\*32.2 Certification of James F. Palmer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- \*101 Northrop Grumman Corporation Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Earnings and Comprehensive Income, (ii) Condensed Consolidated Statements of Financial Position, (iii) Condensed Consolidated Statements of Cash Flows, (iv) Condensed Consolidated Statements of Changes in Shareholders' Equity, and (v) Notes to Condensed Consolidated Financial Statements
- + Management contract or compensatory plan or arrangement
- \* Filed with this report
- \*\* Furnished with this report

**NORTHROP GRUMMAN CORPORATION**

**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 thereunto duly authorized.

NORTHROP GRUMMAN CORPORATION  
(Registrant)

By:

**/s/ Michael A. Hardesty**

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Michael A. Hardesty  
Corporate Vice President, Controller and  
Chief Accounting Officer  
(Principal Accounting Officer)

Date: July 22, 2014



**Board of Director Compensation**

**Fees and Expenses**

(effective as of May 21, 2014)

*Retainer:* Retainer fees are paid quarterly, at the end of each quarter. Fees are as follows:

Annual cash retainer:	\$120,000
Additional retainer for Lead Independent Director:	\$25,000
Additional retainer for Audit Committee:	\$10,000
Additional retainer for Audit Committee chair:	\$20,000
Additional retainer for Compensation Committee chair:	\$15,000
Additional retainer for Governance Committee chair:	\$15,000
Additional retainer for Policy Committee chair:	\$7,500

*Equity Grant:* Directors are awarded an annual retainer of \$135,000 in deferred stock units, awarded quarterly. The deferred stock units will be paid at the conclusion of board service, or earlier, as specified by the director, if he has five or more years of service.

Directors may elect to defer payment of all or a portion of their remaining annual cash retainer and other annual committee retainer fees into the deferred stock unit account.

**NORTHROP GRUMMAN CORPORATION**  
**TERMS AND CONDITIONS APPLICABLE TO**  
**2014 RESTRICTED STOCK RIGHTS**  
**GRANTED UNDER THE 2011 LONG-TERM INCENTIVE STOCK PLAN**

These Terms and Conditions (“Terms”) apply to certain “Restricted Stock Rights” (“RSRs”) granted by Northrop Grumman Corporation (the “Company”) in 2014 under its 2011 Long-Term Incentive Stock Plan. If you were granted an RSR award by the Company in 2014, the date of grant of your RSR award (the “Grant Date”) and the number of RSRs applicable to your award are set forth in the letter from the Company announcing your RSR award (your “Grant Letter”) and are also reflected in the electronic stock plan award recordkeeping system (“Stock Plan System”) maintained by the Company or its designee. These Terms apply only with respect to the 2014 RSR award, except as provided in Sections 7.5 and 11. If you were granted an RSR award, you are referred to as the “Grantee” with respect to your award. Capitalized terms are generally defined in Section 12 below if not otherwise defined herein.

Each RSR represents a right to receive one share of the Company’s Common Stock, or cash of equivalent value as provided herein, subject to vesting as provided herein. The number of RSRs subject to your award is subject to adjustment as provided herein. The RSR award is subject to all of the terms and conditions set forth in these Terms, and is further subject to all of the terms and conditions of the Plan, as it may be amended from time to time, and any rules adopted by the Committee, as such rules are in effect from time to time.

**1. Vesting; Issuance of Shares.**

Subject to Sections 2 and 6 below, one hundred percent (100%) of the number of RSRs (and any Dividend Equivalents (as defined below)) subject to your award (subject to adjustment as provided in Section 6.1) shall vest upon the third anniversary of the Grant Date.

**1.1 Payment of RSRs.** Except as otherwise provided below, the Company shall pay an RSR subject to the award that vests (“Vested RSR”) (and related Dividend Equivalents) within 90 days following the vesting of the RSR on the third anniversary of the Grant Date. The Company shall pay such Vested RSRs in either an equivalent number of shares of Common Stock, or, in the discretion of the Committee, in cash or in a combination of shares of Common Stock and cash. In the event of a cash payment, the amount of the payment for each Vested RSR to be paid in cash will equal the Fair Market Value (as defined below) of a share of Common Stock as of the date that such RSR became vested. No fractional shares will be issued.

**1.2 Dividend Equivalents.** The Grantee shall be entitled to payment for Dividend Equivalents (if any) with respect to any Vested RSRs. For purposes of these Terms, “Dividend Equivalents” means the aggregate amount of dividends paid by the Company on a number of shares of Common Stock equivalent to the number of Vested RSRs during the period from the Grant date until the date the Vested RSRs are paid (without interest or other adjustments to reflect the time value of money). Dividend Equivalents (if any) will be paid at the same time as the Vested RSRs to which they relate are paid. Dividend Equivalents will be paid in cash.

**2. Early Termination of Award; Termination of Employment.**

**2.1 General.** The RSRs (and related Dividend Equivalents) subject to the award, to the extent not previously vested, shall terminate and become null and void if and when (a) the award terminates in connection with a Change in Control pursuant to Section 6 below, or (b) except as provided in Sections 2.6 and 2.7, and in Section 6, the Grantee ceases for any reason to be an employee of the Company or one of its subsidiaries.

**2.2 Leave of Absence.** Unless the Committee otherwise provides (at the time of the leave or otherwise), if the Grantee is granted a leave of absence by the Company, the Grantee (a) shall not be deemed to have incurred a termination of employment at the time such leave commences for purposes of the award, and (b) shall be deemed to be employed by the Company for the duration of such approved leave of absence for purposes of the award. A termination of employment shall be deemed to have occurred if the Grantee does not timely return to active employment upon the expiration of such approved leave or if the Grantee commences a leave that is not approved by the Company.

**2.3 Salary Continuation.** Subject to Section 2.2 above, the term “employment” as used herein means active employment by the Company and salary continuation without active employment (other than a leave of absence approved by the Company that is covered by Section 2.2) will not, in and of itself, constitute “employment” for purposes hereof (in the case of salary continuation without active employment, the Grantee’s cessation of active employee status shall, subject to Section 2.2, be deemed to be a termination of “employment” for purposes hereof). Furthermore, salary

continuation will not, in and of itself, constitute a leave of absence approved by the Company for purposes of the award.

**2.4 Sale or Spinoff of Subsidiary or Business Unit.** For purposes of the RSRs (and related Dividend Equivalents) subject to the award, a termination of employment of the Grantee shall be deemed to have occurred if the Grantee is employed by a subsidiary or business unit and that subsidiary or business unit is sold, spun off, or otherwise divested, the Grantee does not otherwise continue to be employed by the Company or one of its subsidiaries after such event, and the divested entity or business (or its successor or a parent company) does not assume the award in connection with such transaction. In the event of such a termination of employment, the termination shall be deemed to be an Early Retirement unless the Grantee was otherwise eligible at the time of termination for Normal Retirement (in which case, the termination shall be considered a Normal Retirement) treated as provided for in Section 2.7 (subject to Section 6).

**2.5 Continuance of Employment Required.** Except as expressly provided in Section 2.6, Section 2.7 and in Section 6, the vesting of the RSRs (and related Dividend Equivalents) subject to the award requires continued employment through the third anniversary of the Grant Date as a condition to the vesting of any portion of the award. Employment for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment. Nothing contained in these Terms, the Stock Plan System, or the Plan constitutes an employment commitment by the Company or any subsidiary, affects the Grantee's status (if the Grantee is otherwise an at-will employee) as an employee at will who is subject to termination without cause, confers upon the Grantee any right to continue in the employ of the Company or any subsidiary, or interferes in any way with the right of the Company or of any subsidiary to terminate such employment at any time.

**2.6 Death or Disability.** If the Grantee dies or incurs a Disability while employed by the Company or a subsidiary and such death or Disability occurs more than six months after the Grant Date, the outstanding and previously unvested RSRs (and related Dividend Equivalents) subject to the award shall vest as of the date of the Grantee's death or Disability, as applicable. RSRs (and related Dividend Equivalents) vesting under this Section shall be paid in the calendar year containing the 75<sup>th</sup> day (and generally will be paid on or about such 75<sup>th</sup> day) following the earlier of (a) Grantee's death or (b) Grantee's Disability. In the event of the Grantee's death prior to the delivery of shares or other payment with respect to any vested RSRs (and related Dividend

Equivalents), the Grantee's Successor shall be entitled to any payments to which the Grantee would have been entitled under these Terms with respect to such vested and unpaid RSRs (and related Dividend Equivalents).

**2.7 Termination of Employment Due to Retirement.** If the Grantee ceases to be employed by the Company or one of its subsidiaries due to the Grantee's Early Retirement and such Early Retirement occurs more than six months after the Grant Date, the RSRs (and related Dividend Equivalents) subject to the award shall vest on a prorated basis. Such prorating of RSRs (and related Dividend Equivalents) shall be determined based on the number of days the Grantee was employed by the Company or a subsidiary in the period commencing with the Grant Date through and including the date on which the Grantee is last employed by the Company or a subsidiary, over the number of calendar days in the period commencing with the Grant Date through and including the third anniversary of the Grant Date. Any remaining unvested RSRs (and related Dividend Equivalents), after giving effect to the foregoing acceleration of vesting, shall terminate immediately upon the Grantee's Early Retirement. If the Grantee ceases to be employed by the Company or one of its subsidiaries due to the Grantee's Normal Retirement and such Normal Retirement occurs more than six months after the Grant Date, the RSRs (and related Dividend Equivalents) subject to the award shall vest in full.

Subject to the following provisions of this paragraph, RSRs (and related Dividend Equivalents) vesting under this Section shall be paid in the calendar year containing the 75<sup>th</sup> day (and generally will be paid on or about such 75<sup>th</sup> day) following the Grantee's Separation from Service. However, in the case of a Governmental Service Retirement by the Grantee, payment of the vested RSRs (and related Dividend Equivalents) will be made within 10 days after the Grantee's Early or Normal Retirement. If the Grantee is a "specified employee" within the meaning of United States Treasury Regulation Section 1.409A-1(i) as of the date of the Grantee's Separation from Service, the Grantee shall not be entitled to payment of his or her vested RSRs (and related Dividend Equivalents) pursuant to this Section until the earlier of (and payment shall be made upon or promptly after, and in all events within thirty (30) days after, the first to occur of) (a) the date which is six (6) months and one day after the Grantee's Separation from Service, or (b) the date of the Grantee's death. The provisions of the preceding sentence shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code.

In determining the Grantee's eligibility for Early or Normal Retirement, service is measured by dividing (a) the number of days the Grantee was employed by the Company or a subsidiary in the period commencing with

his or her last date of hire by the Company or a subsidiary through and including the date on which the Grantee is last employed by the Company or a subsidiary, by (b) 365. If the Grantee ceased to be employed by the Company or a subsidiary and was later rehired by the Company or a subsidiary, the Grantee's service prior to the break in service shall be disregarded in determining service for such purposes; provided that, if the Grantee's employment with the Company or a subsidiary had terminated due to the Grantee's Early Retirement, Normal Retirement, or by the Company or a subsidiary as part of a reduction in force (in each case, other than a termination by the Company or a subsidiary for cause) and, within the two-year period following such termination of employment (the "break in service") the Grantee was subsequently rehired by the Company or a subsidiary, then the Grantee's period of service with the Company or a subsidiary prior to and ending with the break in service will be included in determining service for such purposes. In the event the Grantee is employed by a business that is acquired by the Company or a subsidiary, the Company shall have discretion to determine whether the Grantee's service prior to the acquisition will be included in determining service for such purposes.

### **3. Non-Transferability and Other Restrictions.**

**3.1 *Non-Transferability.*** The award, as well as the RSRs (and related Dividend Equivalents) subject to the award, are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge. The foregoing transfer restrictions shall not apply to transfers to the Company. Notwithstanding the foregoing, the Company may honor any transfer required pursuant to the terms of a court order in a divorce or similar domestic relations matter to the extent that such transfer does not adversely affect the Company's ability to register the offer and sale of the underlying shares on a Form S-8 Registration Statement and such transfer is otherwise in compliance with all applicable legal, regulatory and listing requirements.

**3.2 *Recoupment of Awards.*** Any payments or issuances of shares with respect to the award are subject to recoupment pursuant to the Company's Policy Regarding the Recoupment of Certain Performance-Based Compensation Payments as in effect from time to time, as well as any recoupment or similar provisions of applicable law, and the Grantee shall promptly make any reimbursement requested by the Board or Committee pursuant to such policy or applicable law with respect to the award. Further, the Grantee agrees, by accepting the award, that the Company and its affiliates may deduct from any amounts it may owe the Grantee from time to time (such as wages or other compensation) to the extent of any amounts the Grantee is required to reimburse the

Company pursuant to such policy or applicable law with respect to the award.

### **4. Post-Employment Conduct.**

**4.1 *Corporate Policy Council Contribution.*** You acknowledge and agree that as a member of the Corporate Policy Council ("CPC"), you are involved in managing the global operations of the Company, incorporated in Delaware and headquartered in Virginia. You are involved in the most sensitive and proprietary matters affecting the Company, its subsidiaries, predecessors, and/or affiliates (collectively, "Northrop Grumman"), including from a technical, strategic and financial perspective, and are widely exposed to confidential, sensitive and proprietary information concerning Northrop Grumman's global operations, at the headquarters and each of the operating sectors, including in the areas of manned and unmanned aircraft, space, C4ISR, cyber, sensors, electronics, through-life support and technical services. Your job responsibilities require that you have a primary office location in Virginia and/or you spend substantial time at the corporate headquarters in Virginia, among other things, attending CPC and other leadership meetings, and managing operations and employees in Virginia. You occupy one of the most senior executive positions in the Company and have far-reaching access to highly confidential, valuable and sensitive information, customer, vendor and employee relationships, intellectual property, strategic and tactical plans, and financial information and plans. The Company has a legitimate business interest in restricting your ability to compete in the specific manner set forth below. The Company has provided you this grant, subject to these Terms and as consideration for the restrictive covenants set forth in this section 4.

**4.2 *Non-Competition.*** For a period of six (6) months from the date of the termination of Grantee's employment for any reason other than a Reduction-in-Force as determined at the Company's sole discretion ("Termination"), you will not, directly or indirectly, oversee, control, or participate in the design, operation, research, manufacture, marketing, sale, or distribution of "Competitive Products and Services". For the purpose of this section, "Competitive Products and Services" shall mean products or services that compete with, or are an alternative or potential alternative to, the products sold or services provided by Northrop Grumman, including without limitation products and services in the areas of manned and unmanned aircraft, space, C4ISR, cyber, sensors, electronics, through-life support and technical services.

**4.3 *Non-Solicitation of Customers.*** For a period of eighteen (18) months from your Termination, you shall not, directly or indirectly, solicit any customer, supplier, or teammate of Northrop Grumman with whom you came into contact, or about whom you received confidential

information, while employed by Northrop Grumman, for purposes of providing products or services in competition with Northrop Grumman. In the case of a governmental, regulatory or administrative agency, commission, department or other governmental authority, the customer is determined by reference to the specific program offices or activities for which Northrop Grumman provides goods or services.

**4.4 Non-Solicitation of Employees.** For a period of eighteen (18) months from your Termination, you shall not, directly or indirectly, solicit or offer to hire, any person who was, within a period of six months prior to your Termination, employed by Northrop Grumman, with whom you worked or about whom you received confidential information while employed by Northrop Grumman.

**4.5 Non-Disparagement.** You will not issue or communicate any statement, whether verbal or written, or take any other action that disparages or may be interpreted to disparage the Company, its products, services, officers, directors, or employees; provided that the foregoing shall not apply to any truthful statements made in connection with a formal legal process or government investigation.

**4.6 Exceptions.** You may request an exception to the covenants in this section by making a written request to the Company's Chief Human Resources Officer, with such exceptions being considered at the sole discretion of the Company and communicated in writing to you.

**4.7 Reasonableness.** You agree that the restrictions set forth in this section are (i) reasonable and necessary in all respects, including duration, territory and scope of activity, in order to protect the Company's legitimate business interests, (ii) that the parties have attempted to limit your right to compete only to the extent necessary to protect the Company's legitimate business interests, and (iii) that you will be able to earn a livelihood without violating the restrictions in this section. It is the intent of the parties that the provisions of this section shall be enforced to the fullest extent permissible under applicable law. However, if any portion of this covenant is deemed unenforceable, the parties agree that a court or arbitrator may revise the portion deemed unenforceable to the maximum extent possible to achieve the objective of the parties, and the remainder of the covenant shall remain in full force and affect.

**4.8 Remedies.** If you violate any provision in Section 4.2, 4.3, 4.4 and/or 4.5 of this section, the Company shall have the right to terminate without payment to you any unvested and/or unpaid RSRs (and associated Dividend Equivalents) and require that you immediately deliver to the Company an amount in cash equal to the aggregate Fair Market Value, determined as of the vesting and/or payment date of all RSRs already

received, including any Dividend Equivalents, within one year prior to the breach. Further, you acknowledge and agree that a breach of any of the provisions of this section will result in immediate, irreparable, and continuing damage to the Company for which there is no adequate remedy at law, and the Company will be entitled to injunctive relief, a decree of specific performance, and other relief as may be proper, including monetary damages, to the maximum extent available.

**5. Compliance with Laws; No Stockholder Rights Prior to Issuance.**

The Company's obligation to make any payments or issue any shares with respect to the award is subject to full compliance with all then applicable requirements of law, the Securities and Exchange Commission, or other regulatory agencies having jurisdiction over the Company and its shares, and of any exchange upon which stock of the Company may be listed. The Grantee shall not have the rights and privileges of a stockholder, including without limitation the right to vote or receive dividends (except as expressly provided in these Terms with respect to Dividend Equivalents), with respect to any shares which may be issued in respect of the RSRs until the date appearing on the certificate(s) for such shares (or, in the case of shares entered in book entry form, the date that the shares are actually recorded in such form for the benefit of the Grantee), if such shares become deliverable.

**6. Adjustments; Change in Control.**

**6.1. Adjustments.** The RSRs, Dividend Equivalents, and the shares subject to the award are subject to adjustment upon the occurrence of events such as stock splits, stock dividends and other changes in capitalization in accordance with Section 6(a) of the Plan.

**6.2. Possible Acceleration on Change in Control.** Notwithstanding the provisions of Section 2 hereof, and further subject to the Company's ability to terminate the award as provided in Section 6.3 below, the outstanding and previously unvested RSRs (and related Dividend Equivalents) subject to the award shall become fully vested as of the date of the Grantee's termination of employment if the termination occurs either within the Protected Period corresponding to a Change in Control of the Company or within twenty-four (24) calendar months following the date of a Change in Control of the Company, the Grantee's employment by the Company and its subsidiaries is involuntarily terminated by the Company and its subsidiaries for reasons other than Cause or by the Grantee for Good Reason.

Notwithstanding anything else contained herein to the contrary, the termination of the Grantee's employment (or other events giving rise to Good Reason) shall not entitle the Grantee to any accelerated vesting pursuant to this Section 6.2 if there is objective evidence that, as of the commencement of the Protected Period, the Grantee

had specifically been identified by the Company as an employee whose employment would be terminated as part of a corporate restructuring or downsizing program that commenced prior to the Protected Period and such termination of employment was expected at that time to occur within six (6) months.

Payment of any RSRs (and related Dividend Equivalents) that vest under this Section will be made at the time provided for in Section 2.7 as though the termination of the Grantee's employment was due to a Normal Retirement.

**6.3. Automatic Acceleration; Early Termination.** If the Company undergoes a Change in Control triggered by clause (iii) or (iv) of the definition thereof and the Company is not the surviving entity and the successor to the Company (if any) (or a Parent thereof) does not agree in writing prior to the occurrence of the Change in Control to continue and assume the award following the Change in Control, or if for any other reason the award would not continue after the Change in Control, then upon the Change in Control the outstanding and previously unvested RSRs (and related Dividend Equivalents) subject to the award shall vest fully and completely. Unless the Committee expressly provides otherwise in the circumstances, no acceleration of vesting of the award shall occur pursuant to this Section 6.3 in connection with a Change in Control if either (a) the Company is the surviving entity, or (b) the successor to the Company (if any) (or a Parent thereof) agrees in writing prior to the Change in Control to assume the award. The Committee may make adjustments pursuant to Section 6(a) of the Plan and/or deem an acceleration of vesting of the award pursuant to this Section 6.3 to occur sufficiently prior to an event if necessary or deemed appropriate to permit the Grantee to realize the benefits intended to be conveyed with respect to the shares underlying the RSRs (and related Dividend Equivalents); provided, however, that, the Committee may reinstate the original terms of the award if the related event does not actually occur.

Payment of any RSRs (and related Dividend Equivalents) that vest under this Section 6.3 will be made within 90 days of the third anniversary of the Grant Date unless, prior to such date: (i) the Grantee dies or has a Disability, in which case such payment will be made in the calendar year containing the 75<sup>th</sup> day following the date of the Grantee's death or Disability, as the case may be (and generally will be paid on or about such 75<sup>th</sup> day), or (ii) the Grantee has a Separation from Service, in which case such payment will be made at the time provided for in Section 2.7 as though the termination of the Grantee's employment was due to a Normal Retirement.

## **7. Tax Matters.**

**7.1. Tax Withholding.** The Company or the subsidiary which employs the Grantee shall be entitled to require, as a condition of making any payments or issuing any shares upon vesting of the RSRs (and related Dividend Equivalents), that the Grantee or other person entitled to such shares or other payment pay the minimum sums required to be withheld by federal, state, local or other applicable tax law with respect to such vesting or payment. Alternatively, the Company or such subsidiary, in its discretion, may make such provisions for the withholding of taxes as it deems appropriate (including, without limitation, withholding the taxes due from compensation otherwise payable to the Grantee or reducing the number of shares otherwise deliverable with respect to the award (valued at their then Fair Market Value) by the amount necessary to satisfy such statutory minimum withholding obligations).

**7.2. Transfer Taxes.** The Company will pay all federal and state transfer taxes, if any, and other fees and expenses in connection with the issuance of shares in connection with the vesting of the RSRs.

**7.3. Compliance with Code.** The Committee shall administer and construe the award, and may amend the Terms of the award, in a manner designed to comply with the Code and to avoid adverse tax consequences under Code Section 409A.

**7.4. Unfunded Arrangement.** The right of the Grantee to receive payment under the award shall be an unsecured contractual claim against the Company. As such, neither the Grantee nor any Successor shall have any rights in or against any specific assets of the Company based on the award. Awards shall at all times be considered entirely unfunded for tax purposes.

**7.5 Code Section 280G.** Notwithstanding any other provision of this Agreement to the contrary, in the event that any amounts payable to you as a result of Section 6.2 or 6.3 hereof, either alone or together with amounts payable pursuant to any other plan, program or arrangement (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 7.5 would be subject to the excise tax imposed by Section 4999 of the Code or any comparable successor provisions (the "Excise Tax"), then the vesting acceleration provided in Section 6.2 or 6.3, as applicable, shall be either (a) provided to you in full, or (b) provided to you to such lesser extent that would result in no portion of the payments so accelerated being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by you, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits

may be subject to the Excise Tax. All determinations required to be made under this Section 7.5 shall be made by a registered public accounting firm selected by the Company, which shall provide supporting calculations both to the Company and you no later than the date of the applicable Change in Control. In the event that the Payments are to be reduced pursuant to this Section 7.5, such Payments shall be reduced such that the reduction of compensation to be provided to the Executive as a result of this Section 7.5 is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero. Notwithstanding anything to the contrary, the terms and conditions of all prior grants are hereby modified to add this Section 7.5.

**8. Choice of Law; Venue; Arbitration.**

This agreement shall be governed by the laws of the State of Delaware. Any cause of action or claim arising out of or related to the terms and conditions applicable to this grant will be determined through final and binding arbitration, in accordance with Northrop Grumman Corporate Procedure H103A, provided that the prevailing party in the arbitration shall be entitled to receive from the losing party reasonably incurred attorneys' fees and costs. You and the Company agree that any arbitration hearing and related proceedings shall be convened and conducted in Falls Church, VA. If you or the Company believes they require immediate relief to enforce or challenge these terms, before arbitration is commenced or concluded, either party may seek injunctive or other provisional equitable relief from a state or federal court in the Commonwealth of Virginia. All court actions or proceedings arising under these terms shall be heard in a state or federal court in the Commonwealth of Virginia. The Company and you hereby agree to the jurisdiction of the state and federal courts in the Commonwealth of Virginia and waive any right to object to such actions on grounds of venue, jurisdiction or convenience.

**9. Committee Authority.**

The Committee has the discretionary authority to determine any questions as to the date when the Grantee's employment terminated and the cause of such termination and to interpret any provision of these Terms, the Grant Letter, the Stock Plan System, the Plan, and any other applicable rules. Any action taken by, or inaction of, the Committee relating to or pursuant to these Terms, the Grant Letter, the Stock Plan System, the Plan, or any other applicable rules shall be within the absolute discretion of the Committee and shall be conclusive and binding on all persons.

**10. Plan; Amendment.**

The RSRs (and related Dividend Equivalents) subject to the award are governed by, and the Grantee's rights are subject to, all of the terms and conditions of the Plan and any other rules adopted by the Committee, as the foregoing may be amended from time to time. The Grantee shall have no rights with respect to any amendment of these Terms or the Plan unless such amendment is in writing and signed by a duly authorized officer of the Company. In the event of a conflict between the provisions of the Grant Letter and/or the Stock Plan System and the provisions of these Terms and/or the Plan, the provisions of these Terms and/or the Plan, as applicable, shall control.

**11. Required Holding Period.**

The holding requirements of this Section 11 shall apply to any Grantee who is an elected or appointed officer of the Company on the date Vested RSRs are paid (or, if earlier, on the date the Grantee's employment by the Company and its subsidiaries terminates for any reason). Any Grantee subject to this Section 11 shall not be permitted to sell, transfer, anticipate, alienate, assign, pledge, encumber or charge 50% of the total number (if any) of shares of Common Stock the Grantee receives as payment for Vested RSRs until the earlier of (A) the third anniversary of the date such shares of Common Stock are paid to the Grantee, (B) the date the Grantee's employment by the Company and its subsidiaries terminates due to the Grantee's death or Disability, (C) the occurrence of a Change in Control that results in termination and payment under Section 6.2 or 6.3 above, or (D) with respect to Grantee's entering a federal government position only, the latest of (i) the date the Grantee's employment with the Company terminates, or (ii) the date the Grantee formally accepts the government position in writing, or (iii) the date the government confirms the Grantee (for positions requiring nomination and confirmation). Notwithstanding anything to the contrary, the terms and conditions of all prior 2011-2014 grants are hereby modified to add the foregoing subpart (D) of this section 11 to the Required Holding Period Section of those grant terms and conditions. For purposes of this Section 11, the total number of shares of Common Stock the Grantee receives as payment for Vested RSRs shall be determined on a net basis after taking into account any shares otherwise deliverable with respect to the award that the Company withholds to satisfy tax obligations pursuant to Section 7.1. Any shares of Common Stock received in respect of shares that are covered by the holding period requirements of this Section 11 (such as shares received in respect of a stock split or stock dividend) shall be subject to the same holding period requirements as the shares to which they relate.

## 12. Definitions.

Whenever used in these Terms, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized:

“**Board**” means the Board of Directors of the Company.

“**Cause**” means the occurrence of either or both of the following:

- (i) The Grantee’s conviction for committing an act of fraud, embezzlement, theft, or other act constituting a felony (other than traffic related offenses, as a result of vicarious liability, or as a result of good faith actions as an officer of the Company); or
- (ii) The willful engaging by the Grantee in misconduct that is significantly injurious to the Company. However, no act, or failure to act, on the Grantee’s part shall be considered “willful” unless done, or omitted to be done, by the Grantee not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.

“**Change in Control**” is used as defined in the Plan.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Committee**” means the Company’s Compensation Committee or any successor committee appointed by the Board to administer the Plan.

“**Common Stock**” means the Company’s common stock.

“**Disability**” means, with respect to a Grantee, that the Grantee: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Grantee’s employer; all construed and interpreted consistent with the definition of “Disability” set forth in Code Section 409A(a)(2)(C).

“**Early Retirement**” means that the Grantee’s employment terminates in any of the following circumstances, and other than a termination of employment that constitutes a Normal Retirement or

occurs in connection with a termination by the Company or a subsidiary for cause:

- (i) a termination of employment after the Grantee has attained age 55 with at least 10 years of service.
- (ii) a termination of employment by the Company or a subsidiary as part of a reduction in force and, at the time of such termination, the Grantee has attained age 53 with at least 10 years of service.
- (iii) a termination of employment by the Company or a subsidiary as part of a reduction in force and, at the time of such termination, the sum of the Grantee’s age and years of service is at least 75.

“**Fair Market Value**” is used as defined in the Plan; provided, however, the Committee in determining such Fair Market Value for purposes of the award may utilize such other exchange, market, or listing as it deems appropriate.

“**Good Reason**” means, without the Grantee’s express written consent, the occurrence of any one or more of the following:

- (i) A material and substantial reduction in the nature or status of the Grantee’s authorities or responsibilities (when such authorities and/or responsibilities are viewed in the aggregate) from their level in effect on the day immediately prior to the start of the Protected Period, other than (A) an inadvertent act that is remedied by the Company promptly after receipt of notice thereof given by the Grantee, and/or (B) changes in the nature or status of the Grantee’s authorities or responsibilities that, in the aggregate, would generally be viewed by a nationally-recognized executive placement firm as resulting in the Grantee having not materially and substantially fewer authorities and responsibilities (taking into consideration the Company’s industry) when compared to the authorities and responsibilities applicable to the position held by the Grantee immediately prior to the start of the Protected Period. The Company may retain a nationally-recognized executive placement firm for purposes of making the determination required by the preceding sentence and the written opinion of the firm thus selected shall be conclusive as to this issue.

In addition, if the Grantee is a vice president, the Grantee’s loss of vice-president status will constitute “Good Reason”; provided that the loss of the title of “vice president” will not, in and of itself, constitute Good Reason if the Grantee’s lack of a vice president title is generally consistent with the manner in which the title of



vice president is used within the Grantee's business unit or if the loss of the title is the result of a promotion to a higher level office. For the purposes of the preceding sentence, the Grantee's lack of a vice-president title will only be considered generally consistent with the manner in which such title is used if most persons in the business unit with authorities, duties, and responsibilities comparable to those of the Grantee immediately prior to the commencement of the Protected Period do not have the title of vice-president.

- (ii) A material reduction by the Company in the Grantee's annualized rate of base salary as in effect at the start of the Protected Period, or as the same shall be increased from time to time.
- (iii) A material reduction in the aggregate value of the Grantee's level of participation in any of the Company's short and/or long-term incentive compensation plans (excluding stock-based incentive compensation plans), employee benefit or retirement plans, or policies, practices, or arrangements in which the Grantee participates immediately prior to the start of the Protected Period; provided, however, that a reduction in the aggregate value shall not be deemed to be "Good Reason" if the reduced value remains substantially consistent with the average level of other employees who have positions commensurate with the position held by the Grantee immediately prior to the start of the Protected Period.
- (iv) A material reduction in the Grantee's aggregate level of participation in the Company's stock-based incentive compensation plans from the level in effect immediately prior to the start of the Protected Period; provided, however, that a reduction in the aggregate level of participation shall not be deemed to be "Good Reason" if the reduced level of participation remains substantially consistent with the average level of participation of other employees who have positions commensurate with the position held by the Grantee immediately prior to the start of the Protected Period.
- (v) The Grantee is informed by the Company that his or her principal place of employment for the Company will be relocated to a location that is greater than fifty (50) miles away from the Grantee's principal place of employment for the Company at the start of the corresponding Protected Period; provided that, if the Company communicates an intended effective date for such relocation, in no event shall Good Reason exist

pursuant to this clause (v) more than ninety (90) days before such intended effective date.

The Grantee's right to terminate employment for Good Reason shall not be affected by the Grantee's incapacity due to physical or mental illness. The Grantee's continued employment shall not constitute a consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason herein.

**"Governmental Service Retirement"** means an Early or Normal Retirement by the Grantee where the Grantee accepts a position in the federal government or a state or local government and an accelerated distribution under the award is permitted under Code Section 409A based on such government employment and related ethics rules.

**"Normal Retirement"** means that the Grantee terminates employment after attaining age 65 with at least 10 years of service (other than in connection with a termination by the Company or a subsidiary for cause). In the case of a Grantee who is an officer of the Company subject to the Company's mandatory retirement at age 65 policy and who, at the applicable time, is not otherwise eligible for Normal Retirement as defined in the preceding sentence, "Normal Retirement" as to that Grantee means that the Grantee's employment is terminated pursuant to such mandatory retirement policy (regardless of the Grantee's years of service and other than in connection with a termination by the Company or a subsidiary for cause).

**"Parent"** is used as defined in the Plan.

**"Plan"** means the Northrop Grumman 2011 Long-Term Incentive Stock Plan, as it may be amended from time to time.

The **"Protected Period"** corresponding to a Change in Control of the Company shall be a period of time determined in accordance with the following:

- (i) If the Change in Control is triggered by a tender offer for shares of the Company's stock or by the offeror's acquisition of shares pursuant to such a tender offer, the Protected Period shall commence on the date of the initial tender offer and shall continue through and including the date of the Change in Control; provided that in no case will the Protected Period commence earlier than the date that is six (6) months prior to the Change in Control.
- (ii) If the Change in Control is triggered by a merger, consolidation, or reorganization of the Company with or involving any other corporation, the Protected Period shall commence on the date that serious and substantial discussions first take place to effect the merger, consolidation, or reorganization and shall continue through and

including the date of the Change in Control; provided that in no case will the Protected Period commence earlier than the date that is six (6) months prior to the Change in Control.

- (iii) In the case of any Change in Control not described in clause (i) or (ii) above, the Protected Period shall commence on the date that is six (6) months prior to the Change in Control and shall continue through and including the date of the Change in Control.

**“Separation from Service”** means when the Grantee dies, retires, or otherwise has a termination of employment with the Company and its subsidiaries that constitutes a “separation from service” within the meaning of United States Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

**“Successor”** means the person acquiring a Grantee’s rights to a grant under the Plan by will or by the laws of descent or distribution.

**NORTHROP GRUMMAN CORPORATION**  
**TERMS AND CONDITIONS APPLICABLE TO**  
**2014 RESTRICTED PERFORMANCE STOCK RIGHTS**  
**GRANTED UNDER THE 2011 LONG-TERM INCENTIVE STOCK PLAN**

These Terms and Conditions (“Terms”) apply to certain “Restricted Performance Stock Rights” (“RPSRs”) granted by Northrop Grumman Corporation (the “Company”) in 2014 under its 2011 Long-Term Incentive Stock Plan. If you were granted an RPSR award by the Company in 2014, the date of grant of your RPSR award and the target number of RPSRs applicable to your award are set forth in the letter from the Company announcing your RPSR award (your “Grant Letter”) and are also reflected in the electronic stock plan award recordkeeping system (“Stock Plan System”) maintained by the Company or its designee. These Terms apply only with respect to the 2014 RPSR award, except as provided in Sections 7.5 and 11. If you were granted an RPSR award, you are referred to as the “Grantee” with respect to your award. Capitalized terms are generally defined in Section 12 below if not otherwise defined herein.

Each RPSR represents a right to receive one share of the Company’s Common Stock, or cash of equivalent value as provided herein subject to vesting as provided herein. The performance period applicable to your award is January 1, 2014 to December 31, 2016 (the “Performance Period”). The target number of RPSRs subject to your award is subject to adjustment as provided herein. The RPSR award is subject to all of the terms and conditions set forth in these Terms, and is further subject to all of the terms and conditions of the Plan, as it may be amended from time to time, and any rules adopted by the Committee, as such rules are in effect from time to time.

**1. Vesting; Payment of RPSRs.**

The RPSRs are subject to the vesting and payment provisions established by the Committee with respect to the Performance Period. RPSRs (and any Dividend Equivalents (as defined below)) that vest based on such provisions will be paid as provided below. No fractional shares will be issued.

**1.1. Performance-Based Vesting of RPSRs.** Subject to Sections 2 and 6 below, the RPSRs subject to the award shall vest and become nonforfeitable based on the performance methodology and goals established by the Committee for the Performance Period. At the conclusion of the Performance Period, the Committee shall determine whether and the extent to which the performance goals have been achieved. The percentage of target RPSRs subject to the award (if any) that have vested for the Performance Period (the “Earnout Percentage”) shall be determined by the Committee based on the methodology and goals as established by the Committee, and its determination of the Earnout Percentage shall be conclusive and binding. Any RPSRs (and related Dividend Equivalents) subject to the award that are not vested as of the conclusion of the Performance Period after giving effect to the Committee’s determinations under this Section 1.1 shall terminate and become null and void as of the last day of the Performance Period.

**1.2. Payment of RPSRs.** The number of RPSRs payable at the conclusion of the Performance Period (“Vested RPSRs”) shall be determined by multiplying the Earnout Percentage by the target number of RPSRs subject to the award. The Vested RPSRs and any RPSRs that vest and become payable pursuant to Section 2 or 6 may be paid out in either an equivalent number of shares

of Common Stock, or, in the discretion of the Committee, in cash or in a combination of shares of Common Stock and cash. In the event of a cash payment, the amount of payment for each Vested RPSR to be paid in cash will equal the Fair Market Value (as defined below) of a share of Common Stock as of the date the Committee determines the extent to which the applicable RPSR performance criteria have been achieved. Vested RPSRs will be paid within 60 days of the vesting date, but in no event later than March 15 of the year following the last day of the Performance Period.

**1.3. Dividend Equivalents.** The Grantee shall be entitled to payment for Dividend Equivalents (if any) with respect to any Vested RPSRs and any RPSRs that vest and become payable pursuant to Section 2 or 6. For purposes of these Terms, “Dividend Equivalents” means the aggregate amount of dividends paid by the Company on a number of shares of Common Stock equivalent to the number of Vested RPSRs (or the number of RPSRs that vest and become payable pursuant to Section 2 or 6) during the period from the beginning of the Performance Period until the date the Vested RPSRs (or the RPSRs that vest and become payable pursuant to Section 2 or 6) are paid, without interest or other adjustments to reflect the time value of money. For these purposes, any Vested RPSRs or RPSRs that vest and become payable pursuant to Section 2 or 6 in excess of the target number of RPSRs subject to the award shall be considered to have been granted at the beginning of the Performance Period. Dividend Equivalents (if any) will be paid at the same time as the Vested RPSRs (or the RPSRs that vest and become payable pursuant to Section 2 or 6) to which they relate are paid. Dividend Equivalents will be paid in cash.

## **2. Early Termination of Award; Termination of Employment**

**2.1 General.** The RPSRs (and related Dividend Equivalents) subject to the award shall terminate and become null and void prior to the conclusion of the Performance Period if and when (a) the award terminates in connection with a Change in Control pursuant to Section 6 below, or (b) except as provided below in this Section 2 and in Section 6, the Grantee ceases for any reason to be an employee of the Company or one of its subsidiaries.

**2.2 Termination of Employment Due to Retirement, Death or Disability.** The number of RPSRs (and related Dividend Equivalents) subject to the award shall vest on a prorated basis as provided herein if the Grantee's employment by the Company and its subsidiaries terminates due to the Grantee's Early Retirement, death, or Disability and, in each case, only if the Grantee has completed at least six (6) consecutive calendar months of employment with the Company or a subsidiary during the three-year Performance Period. Such prorating of RPSRs (and related Dividend Equivalents) shall be based on the number of calendar days the Grantee was actually employed by the Company or one of its subsidiaries over the number of calendar days in the Performance Period (the number of prorated RPSRs, the "Prorated RPSRs"). If the Grantee ceases to be employed by the Company or one of its subsidiaries due to the Grantee's Normal Retirement and such Normal Retirement occurs more than six (6) months after the Grant Date, the RPSRs will vest as if the employee had remained an employee for the full Performance Period. Any RPSRs (and related Dividend Equivalents) subject to the award that do not vest in accordance with this Section 2.2 upon a termination of the Grantee's employment due to Early Retirement or Normal Retirement (collectively "Retirement"), death or Disability shall terminate immediately upon such termination of employment.

*Death or Disability.* In the case of death or Disability (a) the Earnout Percentage of the Grantee's Prorated RPSRs (and related Dividend Equivalents) will be deemed to be 100% (target), regardless of actual performance, and (b) payment of the Prorated RPSRs (and related Dividend Equivalents) that vest pursuant to this Section 2.2 will be made within 60 days of the Grantee's death or Disability, but in no event later than March 15 of the year following the date of the death or Disability.

*Retirement in General.* Subject to the following provisions of this Section 2.2, in the case of Retirement, the Earnout Percentage will be used to calculate the Grantee's Vested RPSRs, and payment of the Vested RPSRs (and related Dividend Equivalents) will be made in accordance with Section 1.2 above.

In determining the Grantee's eligibility for Retirement, service is measured by dividing (a) the number of days the Grantee was employed by the Company or a subsidiary in the period commencing with his or her last date of hire by the Company or a subsidiary through and including the date on which the Grantee is last employed by the Company or a subsidiary, by (b) 365. If the Grantee ceased to be employed by the Company or a subsidiary and was later rehired by the Company or a subsidiary, the Grantee's service prior to the break in service shall be disregarded in determining service for such purposes; provided that, if the Grantee's employment with the Company or a subsidiary had terminated due to the Grantee's Retirement, or by the Company or a subsidiary as part of a reduction in force (in each case, other than a termination by the Company or a subsidiary for cause) and, within the two-year period following such termination of employment (the "break in service") the Grantee was subsequently rehired by the Company or a subsidiary, then the Grantee's period of service with the Company or a subsidiary prior to and ending with the break in service will be included in determining service for such purposes. In the event the Grantee is employed by a business that is acquired by the Company or a subsidiary, the Company shall have discretion to determine whether the Grantee's service prior to the acquisition will be included in determining service for such purposes.

*Retirement Due to Government Service.* In the case of a Governmental Service Retirement by the Grantee (a) the Performance Period used to calculate the Grantee's Vested RPSRs will be deemed to have ended as of the most recent date that performance has been measured by the Company with respect to the RPSRs prior to the Grantee's Retirement (but in no event shall such date be more than one year before the Grantee's Retirement), (b) the Earnout Percentage of the Grantee's Prorated RPSRs (and related Dividend Equivalents) will be determined based on actual performance for that short Performance Period, and (c) payment of the Prorated RPSRs that become Vested RPSRs (and Dividend Equivalents thereon) will be made within 10 days after Retirement.

**2.3 Other Terminations of Employment.** Subject to Section 6.2, all RPSRs (and related Dividend Equivalents) subject to the award shall terminate immediately upon a termination of the Grantee's employment: (a) for any reason other than due to the Grantee's Retirement, death or Disability; or (b) for Retirement, death or Disability, if the six-month employment requirement under Section 2.2 above is not satisfied.

**2.4 Leave of Absence.** Unless the Committee otherwise provides (at the time of the leave or otherwise), if the Grantee is granted a leave of absence by the Company, the Grantee (a) shall not be deemed to have incurred a termination of employment at the time such leave commences for purposes of the award, and (b) shall be deemed to be employed by the Company for the duration of such approved leave of absence for purposes of the award. A termination of employment shall be deemed to have occurred if the Grantee does not timely return to active employment upon the expiration of such approved leave or if the Grantee commences a leave that is not approved by the Company.

**2.5 Salary Continuation.** Subject to Section 2.4 above, the term “employment” as used herein means active employment by the Company and salary continuation without active employment (other than a leave of absence approved by the Company that is covered by Section 2.4) will not, in and of itself, constitute “employment” for purposes hereof (in the case of salary continuation without active employment, the Grantee’s cessation of active employee status shall, subject to Section 2.4, be deemed to be a termination of “employment” for purposes hereof). Furthermore, salary continuation will not, in and of itself, constitute a leave of absence approved by the Company for purposes of the award.

**2.6 Sale or Spinoff of Subsidiary or Business Unit.** For purposes of the RPSRs (and related Dividend Equivalents) subject to the award, a termination of employment of the Grantee shall be deemed to have occurred if the Grantee is employed by a subsidiary or business unit and that subsidiary or business unit is sold, spun off, or otherwise divested, the Grantee does not otherwise continue to be employed by the Company or one of its subsidiaries after such event, and the divested entity or business (or its successor or a parent company) does not assume the award in connection with such transaction. In the event of such a termination of employment, the termination shall be deemed to be a Retirement treated as provided for in Section 2.2 (subject to Section 6).

**2.7 Continuance of Employment Required.** Except as expressly provided in Section 2.2, Section 2.4 and in Section 6, the vesting of the RPSRs (and related Dividend Equivalents) subject to the award requires continued employment through the last day of the Performance Period as a condition to the vesting of any portion of the award. Employment for only a portion of the Performance Period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment. Nothing contained in these Terms, the Grant Letter, the Stock Plan System, or the Plan constitutes an employment

commitment by the Company or any subsidiary, affects the Grantee’s status (if the Grantee is otherwise an at-will employee) as an employee at will who is subject to termination without cause, confers upon the Grantee any right to continue in the employ of the Company or any subsidiary, or interferes in any way with the right of the Company or of any subsidiary to terminate such employment at any time.

**2.8 Death.** In the event of the Grantee’s death subsequent to the vesting of RPSRs but prior to the delivery of shares or other payment with respect to such RPSRs (and related Dividend Equivalents), the Grantee’s Successor shall be entitled to any payments to which the Grantee would have been entitled under these Terms with respect to such RPSRs.

### **3. Non-Transferability and Other Restrictions.**

**3.1 Non-Transferability.** The award, as well as the RPSRs (and related Dividend Equivalents) subject to the award, are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge. The foregoing transfer restrictions shall not apply to transfers to the Company. Notwithstanding the foregoing, the Company may honor any transfer required pursuant to the terms of a court order in a divorce or similar domestic relations matter to the extent that such transfer does not adversely affect the Company’s ability to register the offer and sale of the underlying shares on a Form S-8 Registration Statement and such transfer is otherwise in compliance with all applicable legal, regulatory and listing requirements.

**3.2 Recoupment of Awards.** Any payments or issuances of shares with respect to the award are subject to recoupment pursuant to the Company’s Policy Regarding the Recoupment of Certain Performance-Based Compensation Payments as in effect from time to time as well as any recoupment or similar provisions of applicable law, and the Grantee shall promptly make any reimbursement requested by the Board or Committee pursuant to such policy or applicable law with respect to the award. Further, the Grantee agrees, by accepting the award, that the Company and its affiliates may deduct from any amounts it may owe the Grantee from time to time (such as wages or other compensation) to the extent of any amounts the Grantee is required to reimburse the Company pursuant to such policy or applicable law with respect to the award.

### **4. Post-Employment Conduct.**

**4.1 Corporate Policy Council Contribution.** You acknowledge and agree that as a member of the Corporate Policy Council (“CPC”), you are involved in managing the global operations of the Company, incorporated in Delaware and headquartered in Virginia. You are involved in the most sensitive and proprietary matters affecting the

Company, its subsidiaries, predecessors, and/or affiliates (collectively, "Northrop Grumman"), including from a technical, strategic and financial perspective, and are widely exposed to confidential, sensitive and proprietary information concerning Northrop Grumman's global operations, at the headquarters and each of the operating sectors, including in the areas of manned and unmanned aircraft, space, C4ISR, cyber, sensors, electronics, through-life support and technical services. Your job responsibilities require that you have a primary office location in Virginia and/or you spend substantial time at the corporate headquarters in Virginia, among other things, attending CPC and other leadership meetings, and managing operations and employees in Virginia. You occupy one of the most senior executive positions in the Company and have far-reaching access to highly confidential, valuable and sensitive information, customer, vendor and employee relationships, intellectual property, strategic and tactical plans, and financial information and plans. The Company has a legitimate business interest in restricting your ability to compete in the specific manner set forth below. The Company has provided you this grant, subject to these Terms and as consideration for the restrictive covenants set forth in this section 4.

**4.2 Non-Competition.** For a period of six (6) months from the date of the termination of Grantee's employment for any reason other than a Reduction-in-Force as determined at the Company's sole discretion ("Termination"), you will not, directly or indirectly, oversee, control, or participate in the design, operation, research, manufacture, marketing, sale, or distribution of "Competitive Products and Services". For the purpose of this section, "Competitive Products and Services" shall mean products or services that compete with, or are an alternative or potential alternative to, the products sold or services provided by Northrop Grumman, including without limitation products and services in the areas of manned and unmanned aircraft, space, C4ISR, cyber, sensors, electronics, through-life support and technical services.

**4.3 Non-Solicitation of Customers.** For a period of eighteen (18) months from your Termination, you shall not, directly or indirectly, solicit any customer, supplier, or teammate of Northrop Grumman with whom you came into contact, or about whom you received confidential information, while employed by Northrop Grumman, for purposes of providing products or services in competition with Northrop Grumman. In the case of a governmental, regulatory or administrative agency, commission, department or other governmental authority, the customer is determined by reference to the specific program offices or activities for which Northrop Grumman provides goods or services.

**4.4 Non-Solicitation of Employees.** For a period of eighteen (18) months from your Termination, you shall not, directly or indirectly, solicit or offer to hire, any person who was, within a period of six months prior to your Termination, employed by Northrop Grumman, with whom you worked or about whom you received confidential information while employed by Northrop Grumman.

**4.5 Non-Disparagement.** You will not issue or communicate any statement, whether verbal or written, or take any other action that disparages or may be interpreted to disparage the Company, its products, services, officers, directors, or employees; provided that the foregoing shall not apply to any truthful statements made in connection with a formal legal process or government investigation.

**4.6 Exceptions.** You may request an exception to the covenants in this section by making a written request to the Company's Chief Human Resources Officer, with such exceptions being considered at the sole discretion of the Company and communicated in writing to you.

**4.7 Reasonableness.** You agree that the restrictions set forth in this section are (i) reasonable and necessary in all respects, including duration, territory and scope of activity, in order to protect the Company's legitimate business interests, (ii) that the parties have attempted to limit your right to compete only to the extent necessary to protect the Company's legitimate business interests, and (iii) that you will be able to earn a livelihood without violating the restrictions in this section. It is the intent of the parties that the provisions of this section shall be enforced to the fullest extent permissible under applicable law. However, if any portion of this covenant is deemed unenforceable, the parties agree that a court or arbitrator may revise the portion deemed unenforceable to the maximum extent possible to achieve the objective of the parties, and the remainder of the covenant shall remain in full force and affect.

**4.8 Remedies.** If you violate any provision in Section 4.2, 4.3, 4.4, and/or 4.5 of this section, the Company shall have the right to terminate without payment to you any unvested and/or unpaid RPSRs (and associated Dividend Equivalents) and require that you immediately deliver to the Company an amount in cash equal to the aggregate Fair Market Value, determined as of the vesting and/or payment date of all RPSRs already received, including any Dividend Equivalents, within one year prior to the breach. Further, you acknowledge and agree that a breach of any of the provisions of this section will result in immediate, irreparable, and continuing damage to the Company for which there is no adequate remedy at law, and the Company will be entitled to injunctive relief, a decree of specific performance, and other relief as may be proper, including monetary damages, to the maximum extent available.

**5. Compliance with Laws; No Stockholder Rights Prior to Issuance.**

The Company's obligation to make any payments or issue any shares with respect to the award is subject to full compliance with all then applicable requirements of law, the Securities and Exchange Commission, or other regulatory agencies having jurisdiction over the Company and its shares, and of any exchange upon which stock of the Company may be listed. The Grantee shall not have the rights and privileges of a stockholder, including without limitation the right to vote or receive dividends (except as expressly provided in these Terms with respect to Dividend Equivalents), with respect to any shares which may be issued in respect of the RPSRs until the date appearing on the certificate(s) for such shares (or, in the case of shares entered in book entry form, the date that the shares are actually recorded in such form for the benefit of the Grantee), if such shares become deliverable.

**6. Adjustments; Change in Control.**

**6.1 *Adjustments.*** The RPSRs and the shares subject to the award are subject to adjustment upon the occurrence of events such as stock splits, stock dividends and other changes in capitalization in accordance with Section 6(a) of the Plan. In addition, for RPSRs that do not use a relative total shareholder return metric as the applicable performance criterion, the applicable performance criteria and goals are subject to adjustment pursuant to Section 8 of the Plan. Any such adjustment or determination not to make any adjustment shall be conclusive and binding.

**6.2 *Possible Acceleration on Change in Control.*** Notwithstanding the provisions of Section 2 hereof, and further subject to the Company's ability to terminate the award as provided in Section 6.3 below, the Grantee shall be entitled to vesting of the award as provided below in the event of the Grantee's termination of employment if at the time of the termination, the termination occurs either within the Protected Period corresponding to a Change in Control of the Company or within twenty-four (24) calendar months following the date of a Change in Control of the Company, and the Grantee's employment by the Company and its subsidiaries is involuntarily terminated by the Company and its subsidiaries for reasons other than Cause or by the Grantee for Good Reason.

Notwithstanding anything else contained herein to the contrary, the termination of the Grantee's employment (or other events giving rise to Good Reason) shall not entitle the Grantee to any accelerated vesting pursuant to this Section 6.2 if there is objective evidence that, as of the commencement of the Protected Period, the Grantee had specifically been identified by the Company as an employee whose employment would be terminated as part

of a corporate restructuring or downsizing program that commenced prior to the Protected Period and such termination of employment was expected at that time to occur within six (6) months.

In the event the Grantee is entitled to payment in accordance with the foregoing provisions of this Section 6.2, then the Grantee will be eligible for payment of a number of RPSRs (and related Dividend Equivalents) determined in accordance with the following formula: (a) the Earnout Percentage determined in accordance with Section 1 but calculated based on performance for the portion of the three-year Performance Period ending on the last day of the month coinciding with or immediately preceding the date of the termination of the Grantee's employment, multiplied by (b) the target number of RPSRs subject to the award. Payment of any amount due under this Section 6.2 will be made within 60 days of the date of the termination of Grantee's employment, but in no event later than March 15<sup>th</sup> of the year following the Grantee's termination of employment.

**6.3 *Automatic Acceleration; Early Termination.*** If the Company undergoes a Change in Control triggered by clause (iii) or (iv) of the definition thereof and the Company is not the surviving entity and the successor to the Company (if any) (or a Parent thereof) does not agree in writing prior to the occurrence of the Change in Control to continue and assume the award following the Change in Control, or if for any other reason the award would not continue after the Change in Control, then upon the Change in Control the Grantee shall be entitled to a payment of the RPSRs (and related Dividend Equivalents) as provided below and the award shall terminate. Unless the Committee expressly provides otherwise in the circumstances, no acceleration of vesting of the award shall occur pursuant to this Section 6.3 in connection with a Change in Control if either (a) the Company is the surviving entity, or (b) the successor to the Company (if any) (or a Parent thereof) agrees in writing prior to the Change in Control to assume the award. The Committee may make adjustments pursuant to Section 6(a) of the Plan and/or deem an acceleration of vesting of the award pursuant to this Section 6.3 to occur sufficiently prior to an event if necessary or deemed appropriate to permit the Grantee to realize the benefits intended to be conveyed with respect to the shares underlying the award; provided, however, that, the Committee may reinstate the original terms of the award if the related event does not actually occur.

In the event the Grantee is entitled to a payment in accordance with the foregoing provisions of this Section 6.3, then the Grantee will be eligible for payment of a number of RPSRs (and related Dividend Equivalents) determined in accordance with the following formula: (a) the Earnout Percentage determined in accordance with Section 1 but calculated based on performance for the

portion of the three-year Performance Period ending on the date of the Change in Control of the Company, multiplied by (b) the target number of RPSRs subject to the award. Payment of any amount due under this Section 6.3 will be made within 60 days of the Change of Control, but in no event later than March 15 of the year following the Change in Control. In the event the Grantee is employed by the Company or a subsidiary immediately prior to the Change in Control and is entitled to payment in accordance with the foregoing provisions of this Section 6.3, then this Section 6.3 shall control as to the amount and timing of the payment of the award notwithstanding anything in Section 2.2 or 6.2 to the contrary. In the event of the Grantee's Retirement pursuant to Section 2.2 prior to a Change in Control described in the first paragraph of this Section 6.3 in which the award is to be terminated, the Earnout Percentage shall no longer be based on the portion of the Performance Period otherwise considered for purposes of Section 2.2 but shall instead be calculated based on performance for the portion of the three-year Performance Period ending on the date of the Change in Control of the Company.

## **7. Tax Matters.**

**7.1 *Tax Withholding.*** The Company or the subsidiary which employs the Grantee shall be entitled to require, as a condition of making any payments or issuing any shares upon vesting of the RPSRs and related Dividend Equivalents, that the Grantee or other person entitled to such shares or other payment pay the minimum sums required to be withheld by federal, state, local or other applicable tax law with respect to such vesting or payment. Alternatively, the Company or such subsidiary, in its discretion, may make such provisions for the withholding of taxes as it deems appropriate (including, without limitation, withholding the taxes due from compensation otherwise payable to the Grantee or reducing the number of shares otherwise deliverable with respect to the award (valued at their then Fair Market Value) by the amount necessary to satisfy such statutory minimum withholding obligations).

**7.2 *Transfer Taxes.*** The Company will pay all federal and state transfer taxes, if any, and other fees and expenses in connection with the issuance of shares in connection with the vesting of the RPSRs.

**7.3 *Compliance.*** These Terms are designed to be exempt from Code Section 409A, and the Committee shall administer and construe the award, and may amend the Terms of the award, in such a way as to be exempt from and to avoid adverse tax consequences under Code Section 409A.

**7.4 *Unfunded Arrangement.*** The right of the Grantee to receive payment under the award shall be an unsecured contractual claim against the Company. As

such, neither the Grantee nor any Successor shall have any rights in or against any specific assets of the Company based on the award. Awards shall at all times be considered entirely unfunded for tax purposes.

**7.5 *Code Section 280G.*** Notwithstanding any other provision of this Agreement to the contrary, in the event that any amounts payable to you as a result of Section 6.2 or 6.3 hereof, either alone or together with amounts payable pursuant to any other plan, program or arrangement (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this Section 7.5 would be subject to the excise tax imposed by Section 4999 of the Code or any comparable successor provisions (the "Excise Tax"), then the vesting acceleration provided in Section 6.2 or 6.3, as applicable, shall be either (a) provided to you in full, or (b) provided to you to such lesser extent that would result in no portion of the payments so accelerated being subject to the Excise Tax, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax, and any other applicable taxes, results in the receipt by you, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to the Excise Tax. All determinations required to be made under this Section 7.5 shall be made by a registered public accounting firm selected by the Company, which shall provide supporting calculations both to the Company and you no later than the date of the applicable Change in Control. In the event that the Payments are to be reduced pursuant to this Section 7.5, such Payments shall be reduced such that the reduction of compensation to be provided to the Executive as a result of this Section 7.5 is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero. Notwithstanding anything to the contrary, the terms and conditions of all prior grants are hereby modified to add this Section 7.5.

## **8. Choice of Law; Venue; Arbitration.**

This agreement shall be governed by the laws of the State of Delaware. Any cause of action or claim arising out of or related to the terms and conditions applicable to this grant will be determined through final and binding arbitration, in accordance with Northrop Grumman Corporate Procedure H103A, provided that the prevailing party in the arbitration shall be entitled to receive from the losing party reasonably incurred attorneys' fees and costs. You and the Company agree that any arbitration hearing and related proceedings shall be convened and conducted in Falls Church, VA. If you or the Company believes they require immediate relief to enforce or challenge these



terms, before arbitration is commenced or concluded, either party may seek injunctive or other provisional equitable relief from a state or federal court in the Commonwealth of Virginia. All court actions or proceedings arising under these terms shall be heard in a state or federal court in the Commonwealth of Virginia. The Company and you hereby agree to the jurisdiction of the state and federal courts in the Commonwealth of Virginia and waive any right to object to such actions on grounds of venue, jurisdiction or convenience.

**9. Committee Authority.**

The Committee has the discretionary authority to determine any questions as to the date when the Grantee's employment terminated and the cause of such termination and to interpret any provision of these Terms, the Grant Letter, the Stock Plan System, the Plan, and any other applicable rules. Any action taken by, or inaction of, the Committee relating to or pursuant to these Terms, the Grant Letter, the Stock Plan System, the Plan, or any other applicable rules shall be within the absolute discretion of the Committee and shall be conclusive and binding on all persons.

**10. Plan; Amendment.**

The RPSRs (and related Dividend Equivalents) subject to the award are governed by, and the Grantee's rights are subject to, all of the terms and conditions of the Plan and any other rules adopted by the Committee, as the foregoing may be amended from time to time. The Grantee shall have no rights with respect to any amendment of these Terms or the Plan unless such amendment is in writing and signed by a duly authorized officer of the Company. In the event of a conflict between the provisions of the Grant Letter and/or the Stock Plan System and the provisions of these Terms and/or the Plan, the provisions of these Terms and/or the Plan, as applicable, shall control.

**11. Required Holding Period.**

The holding requirements of this Section 11 shall apply to any Grantee who is an elected or appointed officer of the Company on the date any RPSRs are paid (or, if earlier, on the date the Grantee's employment by the Company and its subsidiaries terminates for any reason). Any Grantee subject to this Section 11 shall not be permitted to sell, transfer, anticipate, alienate, assign, pledge, encumber or charge 50% of the total number (if any) of shares of Common Stock the Grantee receives as payment for the RPSRs until the earlier of (A) the third anniversary of the date such shares of Common Stock are paid to the Grantee, (B) the date the Grantee's employment by the Company and its subsidiaries terminates due to the Grantee's death or Disability, (C) the occurrence of a Change in Control that results in termination and payment under Section 6.2 or 6.3 above,

or (D) with respect to Grantee's entering a federal government position only, the latest of (i) the date the Grantee's employment with the Company terminates, or (ii) the date the Grantee formally accepts the government position in writing, or (iii) the date the government confirms the Grantee (for positions requiring nomination and confirmation). Notwithstanding anything to the contrary, the terms and conditions of all prior 2011-2014 grants are hereby modified to add the foregoing subpart (D) of this section 11 to the Required Holding Period Section of those grant terms and conditions. Should the Grantee's employment by the Company and its subsidiaries terminate (regardless of the reason for such termination, but other than due to the Grantee's death or Disability or a Change in Control related termination under Section 6.2), such holding period requirement shall not apply as to any shares acquired upon payment of RPSRs to the extent such payment is made more than one year after such termination of employment. (For purposes of clarity, in such circumstances the holding period requirement will apply as to any shares acquired upon payment of RPSRs within one year after such a termination of employment.) For purposes of this Section 11, the total number of shares of Common Stock the Grantee receives as payment for RPSRs shall be determined on a net basis after taking into account any shares otherwise deliverable with respect to the award that the Company withholds to satisfy tax obligations pursuant to Section 7.1. Any shares of Common Stock received in respect of shares that are covered by the holding period requirements of this Section 11 (such as shares received in respect of a stock split or stock dividend) shall be subject to the same holding period requirements as the shares to which they relate.

**12. Definitions.**

Whenever used in these Terms, the following terms shall have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized:

“**Board**” means the Board of Directors of the Company.

“**Cause**” means the occurrence of either or both of the following:

- (i) The Grantee's conviction for committing an act of fraud, embezzlement, theft, or other act constituting a felony (other than traffic related offenses, as a result of vicarious liability, or as a result of good faith actions as an officer of the Company); or
- (ii) The willful engaging by the Grantee in misconduct that is significantly injurious to the Company. However, no act, or failure to act, on the Grantee's part shall be considered “willful” unless done, or omitted to be done, by the Grantee

not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.

“**Change in Control**” is used as defined in the Plan.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Committee**” means the Company’s Compensation Committee or any successor committee appointed by the Board to administer the Plan.

“**Common Stock**” means the Company’s common stock.

“**Disability**” means, with respect to a Grantee, that the Grantee: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Grantee’s employer.

“**Early Retirement**” means that the Grantee’s employment terminates in any of the following circumstances, and other than a termination of employment that constitutes a Normal Retirement or occurs in connection with a termination by the Company or a subsidiary for cause:

- (i) a termination of employment after the Grantee has attained age 55 with at least 10 years of service.
- (ii) a termination of employment by the Company or a subsidiary as part of a reduction in force and, at the time of such termination, the Grantee has attained age 53 with at least 10 years of service.
- (iii) a termination of employment by the Company or a subsidiary as part of a reduction in force and, at the time of such termination, the sum of the Grantee’s age and years of service is at least 75.

“**Fair Market Value**” is used as defined in the Plan; provided, however, the Committee in determining such Fair Market Value for purposes of the award may utilize such other exchange, market, or listing as it deems appropriate.

“**Good Reason**” means, without the Grantee’s express written consent, the occurrence of any one or more of the following:

- (i) A material and substantial reduction in the nature or status of the Grantee’s authorities or

responsibilities (when such authorities and/or responsibilities are viewed in the aggregate) from their level in effect on the day immediately prior to the start of the Protected Period, other than (A) an inadvertent act that is remedied by the Company promptly after receipt of notice thereof given by the Grantee, and/or (B) changes in the nature or status of the Grantee’s authorities or responsibilities that, in the aggregate, would generally be viewed by a nationally-recognized executive placement firm as resulting in the Grantee having not materially and substantially fewer authorities and responsibilities (taking into consideration the Company’s industry) when compared to the authorities and responsibilities applicable to the position held by the Grantee immediately prior to the start of the Protected Period. The Company may retain a nationally-recognized executive placement firm for purposes of making the determination required by the preceding sentence and the written opinion of the firm thus selected shall be conclusive as to this issue.

In addition, if the Grantee is a vice president, the Grantee’s loss of vice-president status will constitute “Good Reason”; provided that the loss of the title of “vice president” will not, in and of itself, constitute Good Reason if the Grantee’s lack of a vice president title is generally consistent with the manner in which the title of vice president is used within the Grantee’s business unit or if the loss of the title is the result of a promotion to a higher level office. For the purposes of the preceding sentence, the Grantee’s lack of a vice-president title will only be considered generally consistent with the manner in which such title is used if most persons in the business unit with authorities, duties, and responsibilities comparable to those of the Grantee immediately prior to the commencement of the Protected Period do not have the title of vice-president.

- (ii) A material reduction by the Company in the Grantee’s annualized rate of base salary as in effect on the first to occur of the start of the Performance Period or the start of the Protected Period, or as the same shall be increased from time to time.
- (iii) A material reduction in the aggregate value of the Grantee’s level of participation in any of the Company’s short and/or long-term incentive compensation plans (excluding stock-based incentive compensation plans), employee benefit or retirement plans, or policies, practices, or arrangements in which the Grantee participates

immediately prior to the start of the Protected Period provided; however, that a reduction in the aggregate value shall not be deemed to be "Good Reason" if the reduced value remains substantially consistent with the average level of other employees who have positions commensurate with the position held by the Grantee immediately prior to the start of the Protected Period.

- (iv) A material reduction in the Grantee's aggregate level of participation in the Company's stock-based incentive compensation plans from the level in effect immediately prior to the start of the Protected Period; provided, however, that a reduction in the aggregate level of participation shall not be deemed to be "Good Reason" if the reduced level of participation remains substantially consistent with the average level of participation of other employees who have positions commensurate with the position held by the Grantee immediately prior to the start of the Protected Period.
- (v) The Grantee is informed by the Company that his or her principal place of employment for the Company will be relocated to a location that is greater than fifty (50) miles away from the Grantee's principal place of employment for the Company at the start of the corresponding Protected Period; provided that, if the Company communicates an intended effective date for such relocation, in no event shall Good Reason exist pursuant to this clause (v) more than ninety (90) days before such intended effective date.

The Grantee's right to terminate employment for Good Reason shall not be affected by the Grantee's incapacity due to physical or mental illness. The Grantee's continued employment shall not constitute a consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason herein.

**"Governmental Service Retirement"** means a Retirement by the Grantee where the Grantee accepts a position in the federal government or a state or local government and an accelerated distribution under the award is permitted under Code Section 409A based on such government employment and related ethics rules.

**"Normal Retirement"** means that the Grantee terminates employment after attaining age 65 with at least 10 years of service (other than in connection with a termination by the Company or a subsidiary for cause). In the case of a Grantee who is an officer of the Company subject to the Company's mandatory retirement at age 65 policy and who, at the applicable time, is not otherwise eligible for Normal Retirement as defined in the preceding sentence, "Normal Retirement" as to that

Grantee means that the Grantee's employment is terminated pursuant to such mandatory retirement policy (regardless of the Grantee's years of service and other than in connection with a termination by the Company or a subsidiary for cause).

**"Parent"** is used as defined in the Plan.

**"Plan"** means the Northrop Grumman 2011 Long-Term Incentive Stock Plan, as it may be amended from time to time.

The **"Protected Period"** corresponding to a Change in Control of the Company shall be a period of time determined in accordance with the following:

- (i) If the Change in Control is triggered by a tender offer for shares of the Company's stock or by the offeror's acquisition of shares pursuant to such a tender offer, the Protected Period shall commence on the date of the initial tender offer and shall continue through and including the date of the Change in Control; provided that in no case will the Protected Period commence earlier than the date that is six (6) months prior to the Change in Control.
- (ii) If the Change in Control is triggered by a merger, consolidation, or reorganization of the Company with or involving any other corporation, the Protected Period shall commence on the date that serious and substantial discussions first take place to effect the merger, consolidation, or reorganization and shall continue through and including the date of the Change in Control; provided that in no case will the Protected Period commence earlier than the date that is six (6) months prior to the Change in Control.
- (iii) In the case of any Change in Control not described in clause (i) or (ii) above, the Protected Period shall commence on the date that is six (6) months prior to the Change in Control and shall continue through and include the date of the Change in Control.

**"Successor"** means the person acquiring a Grantee's rights to a grant under the Plan by will or by the laws of descent or distribution.

**NORTHROP GRUMMAN CORPORATION**  
**COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES**

<i>\$ in millions</i>	Six Months Ended June 30		Year Ended December 31				
<b>Earnings:</b>	<b>2014</b>	2013	2013	2012	2011	2010	2009
Earnings from continuing operations before income taxes	\$ 1,542	\$ 1,436	\$ 2,863	\$ 2,965	\$ 3,083	\$ 2,366	\$ 2,070
<b>Fixed Charges:</b>							
Interest expense, including amortization of debt premium	139	113	257	212	221	269	269
Portion of rental expenses on operating leases deemed to be representative of the interest factor	48	49	99	116	140	149	167
Earnings from continuing operations before income taxes and fixed charges	\$ 1,729	\$ 1,598	\$ 3,219	\$ 3,293	\$ 3,444	\$ 2,784	\$ 2,506
<b>Fixed Charges:</b>	\$ 187	\$ 162	\$ 356	\$ 328	\$ 361	\$ 418	\$ 436
Ratio of earnings to fixed charges	9.2	9.9	9.0	10.0	9.5	6.7	5.7

**LETTER FROM INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

July 22, 2014

Northrop Grumman Corporation  
2980 Fairview Park Drive  
Falls Church, Virginia 22042

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of Northrop Grumman Corporation and subsidiaries for the periods ended June 30, 2014, and 2013, as indicated in our report dated July 22, 2014; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which is included in your Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, is incorporated by reference in Registration Statement Nos. 033-59815, 033-59853, 333-67266, 333-100179, 333-107734, 333-121104, 333-125120, 333-127317, and 333-175798 on Form S-8; and Registration Statement Nos. 333-175818 and 333-196238 on Form S-3.

We also are aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ Deloitte & Touche LLP  
McLean, Virginia

**CERTIFICATION PURSUANT TO  
RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Wesley G. Bush, certify that:

1. I have reviewed this report on Form 10-Q of Northrop Grumman Corporation (“company”);
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 company as of, and for, the periods presented in this report;
4. The company'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 company and 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 company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this 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 company'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 company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - 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 company'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 company's internal control over financial reporting.

Date: July 22, 2014

**/s/ Wesley G. Bush**

Wesley G. Bush

Chairman, Chief Executive Officer and President

**CERTIFICATION PURSUANT TO  
RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, James F. Palmer, certify that:

1. I have reviewed this report on Form 10-Q of Northrop Grumman Corporation (“company”);
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 company as of, and for, the periods presented in this report;
4. The company'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 company and 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 company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this 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 company'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 company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - 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 company'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 company's internal control over financial reporting.

Date: July 22, 2014

**/s/ James F. Palmer**

James F. Palmer

Corporate Vice President and Chief Financial Officer

**CERTIFICATION 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 Northrop Grumman Corporation (the "company") on Form 10-Q for the period ended June 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Wesley G. Bush, Chairman, Chief Executive Officer and President of the company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: July 22, 2014

**/s/ Wesley G. Bush**

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Wesley G. Bush  
Chairman, Chief Executive Officer and President



**CERTIFICATION 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 Northrop Grumman Corporation (the "company") on Form 10-Q for the period ended June 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James F. Palmer, Corporate Vice President and Chief Financial Officer of the company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: July 22, 2014

**/s/ James F. Palmer**

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James F. Palmer  
Corporate Vice President and Chief Financial Officer

