

# **Part A Supplement to the Northrop Grumman Pension Program Summary Plan Description**

*Grumman Pension Plan*

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January 2008

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## Introduction

On July 1, 2003, the Grumman Pension Plan (the “Plan”) was amended to include a cash balance feature. Benefit service accrued under the Plan through June 30, 2003, provides the basis for a participant’s “Part A” benefit. Participants who were hired on or after July 1, 2003, are not eligible for a Part A benefit.\*

This supplement to the Northrop Grumman Pension Program (the “Pension Program”) Summary Plan Description (SPD) describes the Part A benefit, including certain aspects of the benefit that changed as of July 1, 2003. This supplement, combined with the Pension Program SPD, serves as the SPD for the Plan.

For additional information on participation and eligibility, please see the Pension Program SPD, available on *Benefits OnLine* at <http://benefits.northropgrumman.com> or by calling the Northrop Grumman Benefits Center (NGBC). If you have questions about eligibility or anything else not answered in this supplement or in the Pension Program SPD, call the NGBC at 1-800-894-4194. If you are calling from outside the United States, please call 718-354-1338. Benefits service representatives are available to assist you Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern time, excluding holidays. If you are hearing impaired, you will need to use a relay service through your TTY/TDD service provider.

*\* If you were rehired by Northrop Grumman, special provisions may apply. Contact the NGBC for details.*

*Northrop Grumman reserves the right to suspend and/or reduce benefit accruals under the Grumman Pension Plan. It also may amend or terminate the Plan at any time. You will be notified of any significant amendments to the Plan.*

*This guide is a summary of the main features of the Plan’s Part A benefit. It presents a summary only and does not contain all the details of all aspects of the Plan. It is not an official plan document, and neither the plan documents nor this guide constitute an implied or expressed contract of employment.*

*The actual terms of the Plan are contained in the plan document, which is available from the NGBC.*

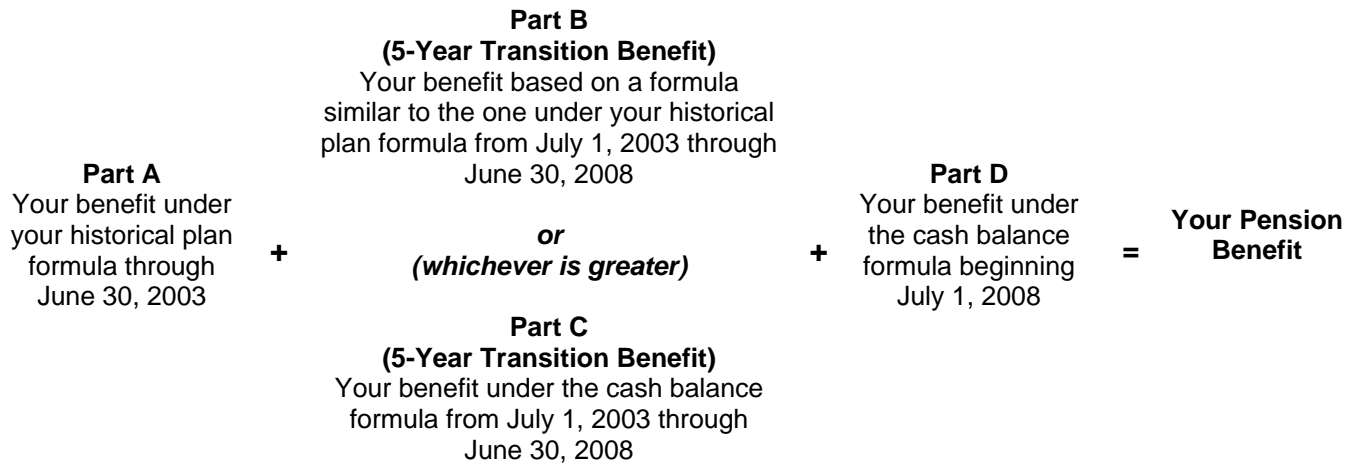
*The official plan text and trust agreement govern the operation of the Plan and payment of all benefits. In the event of any ambiguity in or omission from this guide, or any conflict between this guide and the official plan text and trust agreement, the official plan text and trust agreement govern.*

*Northrop Grumman (also referred to as the “Company” in this guide) refers to Northrop Grumman Corporation and its 80%-owned subsidiaries and affiliates.*

## Your Benefit at Retirement

The Plan was amended to incorporate a cash balance feature on July 1, 2003. Along with other plans that adopted the cash balance feature, the Plan is part of the Pension Program.

- If your employment ended prior to July 1, 2003, you are eligible only for the Part A benefit, as described in this SPD supplement.
- If you were actively employed and participating in the Plan at the time of the cash balance transition (July 1, 2003), your pension benefit may include the components shown below, depending on your termination date. This SPD supplement describes the Part A benefit only. For information about Parts B, C, and D, please refer to the Pension Program SPD.



- If your employment began on or after July 1, 2003, you are eligible only for a Part D cash balance benefit effective from your plan entry date. For details about that benefit, please refer to the Pension Program SPD. This SPD supplement does not apply to you.

## Overview

### Eligibility

You are eligible to participate in the Plan if you are an employee of one of the following participating business units/companies:

- AEW & EW — Grumman St. Augustine Division
- AEW & SW — SBMS Bethpage
- AGS & BM — Grumman Louisiana Corporation
- AGS & BM — SBMS Melbourne
- CSS — Great River
- DSSD International, Inc. (GTSI)
- EIWS — Rolling Meadows employees located at CSS Great River (Bethpage)
- ES Home Office employees located at Melbourne, Bethpage and Azusa (formerly Grumman Sensor Systems, Inc.)
- External Information Services Center (and Financial Accounting Information Systems pension code C), excluding all hires and rehires after 12/31/00
- Government Solutions employees who were active participants on or after 12/31/00, excluding new hires and rehires after 12/31/00
- Grumman Sensor Systems, Inc.
- Grumman Data Systems Division (and Financial Accounting Information Systems pension code C), excluding all new hires and rehires after 12/31/00
- Northrop Grumman Field Service Support, Inc. (AEW & EW), excluding employees in department cost center codes series 6200 or 6700 as of 12/23/99
- NGIT Defense Mission Systems employees who were active participants on or after 12/31/00, excluding new hires and rehires after 12/31/00
- NGIT Technical Services employees who were active participants on or after 12/31/00, excluding new hires and rehires after 12/31/00.

The following types of employees are not eligible to participate in the Plan:

- Leased employees
- Nonresident aliens (non-U.S. citizens who reside abroad)
- Individuals not treated as common law employees on payroll records.

If you have a question about your eligibility, call the NGBC at 1-800-894-4194.

### Participation

Effective January 1, 1995 and later, you are a participant in the Plan effective on your date of hire with or transfer (prior to July 1, 2003) to a participating business unit. For participation prior to January 1, 1995, contact the NGBC.

## Important Pension Concepts

The following basic pension plan concepts are necessary to understand the Plan's Part A benefit. For information about other benefit components for which you may be eligible, please refer to the Pension Program SPD.

### Vesting and Vesting Service

Vesting means you have earned a non-forfeitable right to your Plan benefit. Vesting service is used to determine if you have a right to a vested or deferred vested benefit (see "Deferred Vested Benefits"). Generally, your vesting service includes employment with any member of the Company, subject to legal limitations. If you need help determining if your business unit is part of the Company, call the NGBC.

**For service through December 31, 2003:** You earn a year of vesting service for each calendar year in which you complete 1,000 or more hours for which you are paid (or are entitled to be paid) by Northrop Grumman. If you do not have 1,000 or more hours of vesting service in any calendar year, you do not earn a year of vesting service for that year. However, you may earn vesting service if you are not actively at work if you are on:

- A qualifying military leave of absence (if you return to active employment in a timely manner following an honorable discharge)
- An approved disability leave of absence (generally only to the extent necessary to prevent a break in service)
- A parental absence (during either the year of the leave or the year following the leave, as needed, but only to the extent necessary to prevent a break in service).

**For service beginning January 1, 2004\*:** Vesting service is credited in the same manner as described above; however, there are additional periods of absence during which you may earn vesting service while not actively at work:

- An approved medical leave of absence (for up to two years)
- An unpaid leave of absence (to the extent necessary to prevent a break in service).

You become vested in your benefit as follows:

- **If you terminate on or after January 1, 2008:** You are vested in your Company-provided benefit after completing three years of vesting service.
- **If you terminate prior to January 1, 2008:** You are vested in your Company-provided benefit after completing five years of vesting service.

If you were a participant in the Plan prior to July 1, 2003, you also become fully vested in your benefit when you reach age 65 while actively employed by Northrop Grumman, regardless of years of vesting service.

*\* If you were on a leave of absence on July 1, 2003, and remained on a leave of absence until after December 31, 2003, these provisions apply to you from the date you return to work, subject to transition rules.*

**If You Worked for or Transferred from Another Employer**

You receive credit for your vesting service under the following plans:

- A Grumman Corporation qualified retirement plan, if you were eligible to accrue a benefit as of April 15, 1994
- A Logicon Inc. qualified retirement plan, if you were eligible to accrue a benefit as of August 1, 1997
- A Vought Aircraft Corporation (VAC) Acquisition Corporation qualified retirement plan, if you were eligible to accrue a benefit as of August 30, 1994
- The Northrop Grumman Electronic Sensors & Systems Divisions Pension Plan for periods before March 1, 1996, for former Westinghouse employees who transferred to the Company as part of the acquisition
- The Northrop Grumman Naval Systems Division — Cleveland Facility Salaried Employees Retirement Plan for periods before March 1, 1996, for former Westinghouse employees who transferred to the Company as part of the acquisition
- Grumman Salisbury Operations.

If you are an active participant in this Plan on July 1, 2003, other pre-acquisition service may count toward Vesting Service. Please call the NGBC if you have questions about other pre-acquisition service.

**Part A Benefit Service**

Benefit service is used to determine the amount of your Part A benefit.

**For service from January 1, 1995 through June 30, 2003\*:** While you are covered by the Plan, you earn one hour of benefit service (or “benefit hour”) for each hour that you are paid (or entitled to be paid) by Northrop Grumman, including hours of vacation, holidays, sick leave, jury duty, or a period of layoff. You may also accrue benefit service during certain leaves of absence, such as military leave. You earn months of benefit service depending on the number of benefit hours you earn in a calendar year, as shown in the table below.

Benefit hours earned in a calendar year (partial hours are rounded up effective January 1, 2001)	Months of benefit service earned in a calendar year
0-79	0
80-239	1
240-399	2
400-559	3
560-719	4
720-879	5
880-1,040	6
1,041-1,213	7
1,214-1,386	8
1,387-1,560	9
1,561-1,733	10
1,734-1,906	11
1,907 and over	12

*\* If you were on a leave of absence on June 30, 2003, this applies for service through the date you return to work or terminate your employment if that date is after July 1, 2003.*

You earn one full year of benefit service when you are credited with at least 1,907 hours in a calendar year. You cannot receive more than one year of benefit service in a single calendar year.

No benefit service is granted beyond the date of death, voluntary termination, discharge, divestiture of a business unit, or transfer to a nonparticipating entity or to a joint venture that is not part of the Company. If you need help determining if your business unit is part of the Company, call the NGBC.

**For service beginning July 1, 2003:** No benefit service is earned for the Part A benefit on or after July 1, 2003 (with the exception of participants on a leave of absence on June 30, 2003, as described above).

### **Early Retirement Eligibility Service**

Early retirement eligibility service is used to determine your eligibility for the early retirement benefits offered under the Plan. It may also be used to determine your eligibility for early retirement if you were laid off prior to early retirement age (see “Early Retirement” for details). Generally, early retirement eligibility service is determined as follows:

- Your early retirement eligibility service includes your vesting service as of December 31, 2003.
- Beginning January 1, 2004, you earn a year of early retirement eligibility service for each calendar year in which you complete 1,000 or more hours for which you are paid (or are entitled to be paid) by Northrop Grumman. Your early retirement eligibility service after December 31, 2003, will be counted toward your eligibility to retire early under the Part A benefit.

### **Determining Your Early Retirement Reduction**

Prior to January 1, 2004, points service was used to determine your early retirement reduction. It may also be used to determine your eligibility for early retirement if you were laid off prior to early retirement age (see “Early Retirement” for details). Points service is equal to:

- Benefit service credited under this Plan beginning in 1995 and membership service prior to 1995
- Benefit service credited under the Northrop Grumman Retirement Plan
- Benefit service credited under the Northrop Grumman Retirement Plan — Rolling Meadows Site beginning in 1989, and vesting service prior to 1989 (beginning December 20, 1966)
- Continuous service credited under the Norwood Plan
- Vesting service under the Northrop Grumman Electronic Sensors & Systems Divisions Pension Plan
  - All service for Westinghouse Acquisition employees is included
  - Service beginning March 1, 1996 and later is included for all other participants.

You can earn only one year of points service in any calendar year.

Beginning January 1, 2004, **early retirement factor service** is used to determine your early retirement reduction. Early retirement factor service is equal to your points service as of December 31, 2003, *plus* your vesting service under the Pension Program on and after

January 1, 2004. See the Pension Program SPD for details. (Note: If you did not work a full year in 2004, special rules may apply. Contact the NGBC for details.)

If you are an active participant in this Plan on July 1, 2003, other pre-acquisition service may count toward early retirement factor service. Please call the NGBC if you have questions about other pre-acquisition service.

### **Breaks in Service and Restoration of Service**

A break in service is a period during which you receive credit for less than 501 hours of vesting service in a calendar year (except for certain periods away from work, as described under "Vesting and Vesting Service"). If you experience five consecutive break-in-service years before you are vested:

- You forfeit your benefit under the Plan, and
- You are treated as a new hire upon subsequent rehire. You will accrue a new benefit (under the cash balance formula if rehired on or after July 1, 2003), and your prior vesting and benefit service will not be included in your service earned under the new employment period.

If you are on an approved Family and Medical Leave Act (FMLA) Leave of Absence, you **may not** incur a break in service. To keep from incurring a break in service, you can receive credit for up to 501 hours of service. Your hours of service for this purpose are equal to the amount you would have received if you had continued working. If that number cannot be determined, you receive eight hours for each day you are absent, up to a maximum of 501 hours of service, but you do not earn vesting service, benefit service, or early retirement eligibility service during this period. Hours of service for this purpose are usually credited during the calendar year in which your FMLA begins. However, if you do not need the hours of service to prevent a break in service during that year, the hours of service are credited toward the following calendar year.

### **Final Average Earnings**

For pension purposes, your final average earnings (FAE) is:

- If you terminate on or after January 1, 2006: The average of your three highest-paid years during which you were an eligible employee of Northrop Grumman after 1996.
- If you terminated prior to January 1, 2006: The average of your three highest-paid years during the last ten consecutive years in which you were an eligible employee.

***For earnings effective January 1, 1995\* through December 31, 2003:*** Your compensation for each year prior to the year in which you terminate employment includes:

- Your annualized base rate of pay as of December 31 *plus*
- Any other pension-eligible compensation, such as bonuses, commissions, overtime and other specified items paid during the year.

Partial years of compensation are considered when determining FAE.

The following are not included when determining your FAE:

- Years prior to 1995\*\*
- Years in which you receive no compensation
- Years in which you are not eligible to participate in the Plan\*\*
- Compensation earned prior to 1989.

\* For the definition of compensation prior to 1995, please call the NGBC at 1-800-894-4194.

\*\* Years prior to 1995 and, in certain situations, years during which you are a participant in another plan will be considered in your FAE only for purposes of determining your maximum benefit under the Plan.

**For earnings beginning January 1, 2004:** Your compensation includes your actual pension-eligible earnings paid during the year. Please see the “Compensation” sub-section under the “Transition Benefits” section of the Pension Program SPD for more information.

**What Is Pension-Eligible Compensation?**

Prior to January 1, 2004, the definition of pension-eligible compensation for FAE purposes includes the following annual amounts:

- Base pay and shift differentials
- Performance-related bonuses and commissions
- Retention bonus
- Vacation and holiday pay
- Overtime
- Overseas allowance.

The following items are not included in pension-eligible compensation:

- Signing bonus
- Relocation reimbursements
- Termination bonuses or severance payments
- Amounts received as taxable cash upon waiving medical and/or dental coverage through the Company.

*The above is only a partial listing of pay components that are included in and excluded from pension-eligible compensation. The complete list is contained in the legal plan document.*

**For FAE earnings beginning January 1, 2004,** please see the “Pension-eligible Compensation” section of the Northrop Grumman Pension Program SPD for information.

**Compensation in Your Year of Termination**

How compensation is determined in the year of termination depends on when your employment ends, as described in the table below.

<b>If you terminate...</b> <b>After 2003</b>	<b>During 2000 – 2003</b>	<b>During 1997 – 1999</b>	<b>During 1995 – 1996</b>
Compensation in your year of termination is equal to:  ■ Your actual pension-eligible earnings paid during the year of your termination <i>plus</i>	Compensation in your year of termination is equal to:  ■ Your annual base rate of pay at the end of the calendar month prior to your	Compensation in your year of termination is equal to:  ■ If you terminate before December 31: your annual base rate of pay at the end of the	Compensation in your year of termination is equal to:  ■ If you terminate before December 31: – Your annual base rate of pay at the

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<p>■ Your base rate of pay converted to a daily rate times the number of days from your termination date to the end of the year.</p> <p>Compensation after your year of termination is equal to any residual pension-eligible earnings paid after the end of the year in which your employment ended.</p> <p>See the "Compensation" sub-section under the "Transition Benefits" section of the Northrop Grumman Pension Program SPD for more information.</p>	<p>termination date <i>plus</i></p> <p>■ Any other pension-eligible compensation that is both received during the year in which you terminate and before the end of the first calendar month following the month of termination.</p>	<p>calendar month prior to your termination date</p> <p>■ If you terminate on December 31:</p> <ul style="list-style-type: none"> <li>– Your annual base rate of pay at the end of the calendar month prior to your termination date <i>plus</i></li> <li>– Any other pension-eligible compensation received during the year of termination.</li> </ul>	<p>end of the calendar month prior to your termination date <i>plus</i></p> <ul style="list-style-type: none"> <li>– Any other pension-eligible compensation received during the year prior to the year of termination</li> </ul> <p>■ If you terminate on December 31:</p> <ul style="list-style-type: none"> <li>– Your annual base rate of pay at the end of the calendar month prior to your termination date <i>plus</i></li> <li>– Any other pension-eligible compensation received during the year of termination.</li> </ul>
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**Non-Duplication of Benefits**

You may participate in (meaning contribute to or accrue a benefit under) only one Northrop Grumman pension plan at any given time. If you are eligible to participate in two plans (for example, as a result of an acquisition), you will be covered by the plan specified by your payroll.

**Suspension of Benefits Upon Re-employment**

In the event you terminate your employment and commence your benefit under the Plan, then you are reemployed in a position that is covered by the Plan, payment of your Part A annuity benefit will be suspended if:

- You are rehired as an employee,
- You earn 40 or more vesting hours in a calendar month, and
- Less than 12 consecutive months has elapsed since you terminated, during which time you performed no services in any capacity (including, for example, service as an independent contractor, leased employee or job shopper; any service with the Company will interrupt the measurement of the 12-consecutive-month period).

You will receive a notice of suspension before any benefit payments are suspended. Note that even if 12 or more months elapse between your termination and your rehire as an employee, your benefit payments may still be suspended. When you receive your suspension notice, you will also receive a certification form. If you have been away from the Company in any capacity for 12 or more months, you will need to sign and return the form in order for your payments to resume. When the NGBC receives this certification, your benefit payments will resume and you will receive a make-up payment of any suspended benefit payments.

If your Part A annuity benefit is suspended, then the benefit determined upon your subsequent retirement will be reduced to reflect the actuarial equivalent value of any Part A benefits previously received from this Plan.

**Example:** You retire from the Company and commence your annuity benefit. Seven months later, the Company retains you as a “consultant,” and treats you as an independent contractor. You work in this capacity for one month and then do not perform any service for the Company for the next eight months. You are then rehired as an employee — 16 months after your original termination date and eight months after you performed services as a consultant. Because you were not separated from service for at least 12 consecutive months (your month of service as a consultant interrupted your period of separation), your pension benefit will be suspended upon your return to work.

Alternatively, if you were separated from service for at least 12 months following your month of service as a consultant and were rehired as an employee covered by the Plan, your benefits will *not* be suspended (subject to providing written certification that you did not perform services in any capacity for the Company for 12 consecutive months).

## Applying for Your Benefit

In order to retire (i.e., to have benefit payments begin), you must:

- Terminate from the Company (special rules apply in the case of divestitures)
- Be alive on your retirement date
- Follow the instructions provided in the “Applying for Your Retirement Benefit” section of the Pension Program SPD.

If you have a qualified domestic relations order (QDRO) that awards any part of your pension benefit to a former spouse, such order should be submitted to the NGBC well in advance of your retirement date in order to avoid a delay in processing your retirement. You may obtain a copy of the Plan’s procedures regarding QDROs free of charge by contacting the Domestic Relations Matters Group at 1-888-887-5078.

## Normal Retirement

### Eligibility for Normal Retirement

You are eligible for a normal retirement benefit if your Northrop Grumman employment ends on or after your normal retirement age, or if you terminate prior to normal retirement age with a vested benefit and defer payment until you reach normal retirement age. Your normal retirement date is the first day of the month coincident with or following your normal retirement age.

### Normal Retirement Age for Your Benefit

Your normal retirement age for your benefit is age 65.

### Part A Benefit Amount for Normal Retirement

The annual Part A normal retirement benefit amount is equal to:

- 1.6667% of your annual final average earnings (after 1994)  
*multiplied by*  
Years of Part A benefit service through June 30, 2003

*plus*

- Your frozen accrued benefit as of December 31, 1994

Your Part A benefit is based on your benefit service through June 30, 2003, or your termination date if earlier.\* In addition, if you are eligible for cash balance transition benefits, your Part A benefit is based on your final average earnings (FAE) after December 31, 1994 through the time your employment ends.

*\* If you were on a leave of absence on June 30, 2003, your Part A benefit is based on benefit service from January 1, 1995 through the date you return to work or terminate your employment if that date is after July 1, 2003.*

### Minimum Part A Benefit

If you were actively employed by the Company and a participant in the Plan on or after January 1, 1997, the minimum annual benefit you may receive under the Plan is \$1,500.

If you terminated employment prior to July 1, 2003, and earned an annual salary of at least \$80,000 in any year prior to your termination, the \$1,500 minimum benefit does not apply.

### Maximum Part A Benefit

The maximum annual Part A benefit you can receive from all Northrop Grumman pension plans is generally limited to 50% of your final average earnings\*. This includes any benefits previously paid out or due to be paid in the future. Certain accrued benefits are not counted in determining whether your retirement benefit exceeds the 50% maximum. See the Appendix for details.

*\* In determining the maximum Part A benefit you can receive, your final average earnings both prior to 1995 and after 1994 are taken into account.*

### **Cost-of-Living Adjustment on the Pre-1993 Portion of Your Benefit**

The benefit you earned before January 1, 1993 can increase or decrease during your retirement due to a special cost-of-living adjustment (COLA). This adjustment can range from -3% to a maximum of 3% per year, to reflect changes in the government's consumer price index (CPI).

Should the CPI be adjusted downward, you will never receive less than your *original* unadjusted plan benefit (the original benefit you received on your benefit commencement date). Any decreases in the CPI that would result in a lower benefit will not be reflected in your monthly pension payment. Subsequent CPI increases, however, will be paid only after any unreflected decreases in the CPI have been offset.

If applicable, the COLA adjustment is paid each year, starting on April 1, and is added to any benefit paid on or before the previous January 1.

In your first year of retirement, you must commence receiving benefits no later than January 1 in order to receive the COLA adjustment on April 1 of that year.

When you retire\*, you can elect to receive the COLA on the portion of your benefit that is eligible for a COLA. For any benefit you earned before January 1, 1993, you can choose to either:

- Automatically receive a COLA (called Option with COLA) on April 1 of every year that you or your surviving beneficiary receives your benefit
- Waive your Option with COLA and instead receive the present value of your COLA converted to a flat dollar amount, which is then added to your benefit amount. The value of your COLA is determined at retirement, and is based on your age at retirement, the current 30-Year Treasury Rate (established monthly), a mortality table, and the change in the Consumer Price Index (established annually by the Bureau of Labor Statistics, up to a maximum of 3%).

\* *Effective for retirements on or after January 1, 1995.*

### **Normal Retirement Benefit Example**

See the example that follows. Although this illustration uses full years of age and service, your retirement benefit will be based on your actual years and months of age and service at the time of your retirement. This example is based on the "straight life annuity" form of payment.

#### **Example**

Let's assume you retire on July 1, 2009, at age 65 with 20 years of benefit service (14 years of benefit service in this Plan as of June 30, 2003, 8½ years between January 1, 1995 and June 30, 2003). Also assume your final average earnings is \$45,000, and your frozen annual accrued benefit at December 31, 1994 is \$3,600. Your Part A benefit is determined as follows:

- 1.6667% of \$45,000  
*multiplied by*  
8.5 years of Part A benefit service through June 30, 2003      = \$6,375.13

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*plus*

- Your frozen accrued benefit as of December 31, 1994 = 3,600
- Total accrued benefit = \$9,975.13

To determine your monthly benefit, divide your annual benefit by 12.

## Early Retirement

### Eligibility for Early Retirement

#### Early Retirement Eligibility for Your Pre-1995 Benefit

You can begin receiving your pre-1995 early retirement benefit anytime after you reach:

- Age 60 with at least one year of vesting service, or
- Age 50 with at least 20 years of vesting service (includes vesting service you earned before and after January 1, 1995).

Your early retirement date for your pre-1995 benefit can be the first day of any month coincident with or following the date you become eligible, subject to the rules described in “Applying for Your Benefit.”

#### Early Retirement Eligibility for Your Post-1994 Benefit

You are eligible for a Part A early retirement benefit if you stop accruing service under the Plan after your 55th birthday and you have at least 10 years of early retirement eligibility service.

Your early retirement date for your post-1994 benefit can be the first day of any month coincident with or following the date you become eligible, subject to the rules described in “Applying for Your Benefit.”

#### Special Layoff Rule

If you are laid off prior to meeting the early retirement eligibility requirements described above, you are eligible for an early retirement benefit at age 55 or later if you commence your benefit while on layoff status and you meet either of the following requirements:

1. Your age on the first of the month coincident with or following the layoff date plus your years of points service (see “Early Retirement Eligibility Service” in the “Important Pension Concepts” section) on your layoff date equals or exceeds 75; or
2. You are at least age 53 and you have 10 years of early retirement eligibility service (explained above) on your layoff date.

### Benefit Amount for Early Retirement

#### Pre-1995 Benefit Amount

If you elect to begin receiving your benefit on or after age 60 and have terminated after meeting the early retirement eligibility requirements for the pre-1995 benefit described above, your pre-1995 early retirement benefit is determined as a normal retirement benefit.

If you elect to begin receiving your benefit on or after age 50 and before age 60, and you have at least 20 years of vesting service, your benefit is reduced for early retirement. The amount of this reduction depends on your age when you begin receiving your benefit. The table on the next page provides the percentage of the normal retirement benefit you receive, based on your age when you begin receiving your payments.

Your age when payments begin	Percentage of your normal retirement benefit that you receive
60	100%
59	92.64%
58	86.01%
57	80.04%
56	74.65%
55	69.76%
54	65.31%
53	61.25%
52	57.55%
51	54.15%
50	51.04%

*The table is shown in percentages for whole ages. Partial years will be prorated in years and months.*

**Note:** If you have more than 30 years of benefit service when you retire, there is a special provision that lessens your early retirement reduction. Your benefit is increased because the percentage of your normal retirement benefit that you receive is increased by 5% annually (prorated on a monthly basis) for each year of benefit service over 30 years that you earn after January 1, 1995. In no event will you receive more than 100% of your normal retirement benefit.

**Post-1994 Benefit Amount**

If you elect to begin receiving your benefit before age 65 and have terminated after meeting the early retirement eligibility requirements described above, your early retirement benefit is determined as a normal retirement benefit and then is reduced to a percentage of that amount as shown in the table below. The early retirement benefit that you are eligible to receive is based on your age on your benefit commencement date *or* your points (age + years of early retirement factor service) on your commencement date, whichever gives you the higher benefit.

Your age when payments begin <i>or</i> your number of points	Percentage of your normal retirement benefit that you receive
65 years old or 85 points	100%
64 years old or 84 points	97.5%
63 years old or 83 points	95.0%
62 years old or 82 points	92.5%
61 years old or 81 points	90.0%
60 years old or 80 points	87.5%
59 years old or 79 points	85.0%
58 years old or 78 points	82.5%
57 years old or 77 points	80.0%
56 years old or 76 points	77.5%
55 years old or 75 points	75.0%

*The table is shown in percentages for whole ages. Partial years will be prorated in years and months.*

## Early Retirement Benefit Examples

See the examples that follow. Although these illustrations use full years of age and service, your retirement benefit will be based on your actual years and months of age and service at the time of your retirement. Your points will be determined using your age as of your benefit commencement date. These examples are based on the “straight life annuity” form of payment.

### **Example A — Determining Your Early Retirement Reduction**

If you are age 60 and have 83 points, you will receive 95% of your normal retirement benefit because your points give you the greater benefit as shown below:

- 83 points = 95.0% of your normal retirement benefit
- Age 60 = 87.5% of your normal retirement benefit.

### **Example B — Calculating Your Early Retirement Benefit**

Let's assume you retire at age 57 with 20 years of benefits service. Your frozen annual accrued benefit on December 31, 1994 (your pre-1995 benefit) is \$3,600, and your annual normal retirement benefit at age 65 (post-1994 benefit) is \$18,600. Your pre-1995 and post-1994 early retirement benefits are determined as follows:

#### ***Pre-1995 Early Retirement Benefit***

- $\$3,600 \times 80.04\%$  (early retirement reduction) = \$2,881.44 per year

#### ***Post-1994 Early Retirement Benefit***

- $\$18,600 \times 80.0\%$  (early retirement reduction) = \$14,880 per year

#### ***Total Early Retirement Benefit***

- $\$2,881.44 + 14,880.00 = \$17,761.44$  per year

To determine your monthly benefit, divide your annual benefit by 12.

## Deferred Vested Benefits

You are eligible to receive a deferred vested benefit if you terminate employment with a vested benefit before normal retirement age and do not meet the eligibility requirements for early retirement at that time.

### Pre-1995 Deferred Vested Benefit

#### Eligibility

You may begin receiving your deferred vested benefit as early as age 60 if you have at least five years but less than 20 years of vesting service.

#### Benefit Amount

Depending on when you elect to have your benefit payments begin, your benefit will be calculated as follows:

- **Benefit at or after age 65** — If you begin payments at or after age 65, your pre-1995 deferred vested benefit is calculated as a normal retirement benefit.
- **Benefit between ages 60 and 65** — If you elect to begin payments between ages 60 and 65, your pre-1995 deferred vested benefit will be a percentage of the normal retirement benefit based on the table below.

Age on benefit commencement date	Percentage of your normal retirement benefit you will receive
65	100%
64	91.32%
63	83.66%
62	76.87%
61	70.84%
60	65.45%

*The table is shown in percentages for whole ages. Partial years will be prorated in years and months.*

**Note:** If you leave the Company before you are eligible to begin receiving your pension benefit, but after you have 20 years of vesting service, you can elect to begin receiving a reduced benefit anytime after you reach age 50. The amount of the benefit reduction is described under “Benefit Amount for Early Retirement.”

### Post-1994 Deferred Vested Benefit

#### Eligibility

If you have less than 10 years of vesting service, you can begin receiving your deferred vested benefit when you reach normal retirement age (age 65). Your benefit will be calculated as a normal retirement benefit.

You may begin receiving your deferred vested benefit in a reduced amount as early as age 55 if you have at least 10 years of vesting service (see the table below for reduction amounts).

You must commence your benefit no later than April 1 following the year in which you reach age 70½.

**Benefit Amount**

Depending on when you elect to have your benefit payments begin, your benefit will be calculated as follows:

- **Benefit at or after age 65** — If you begin payments at or after age 65, your Part A post-1994 deferred vested benefit is calculated as a normal retirement benefit.
- **Benefit between ages 55 and 65** — If you elect to begin payments between ages 55 and 65, your Part A post-1994 deferred vested benefit will be a percentage of the normal retirement benefit based on the table below.

Age on benefit commencement date	Percentage of your normal retirement benefit you will receive
65	100%
64	92%
63	85%
62	78%
61	72%
60	67%
59	62%
58	57%
57	53%
56	49%
55	46%

*The table is shown in percentages for whole ages. Partial years will be prorated in years and months.*

**Deferred Vested Benefit Example**

See the example that follows. Although this illustration uses full years of age and service, your retirement benefit will be based on your actual years and months of age and service at the time of your retirement. This example is based on the “straight life annuity” form of payment.

**Example**

Let’s assume you retire at age 62 with 18 years of benefits service. Your frozen annual accrued benefit on December 31, 1994 (your pre-1995 benefit) is \$3,600, and your annual normal retirement benefit at age 65 (post-1994 benefit) is \$17,100. Your pre-1995 and post-1994 deferred vested benefits are determined as follows:

***Pre-1995 Deferred Vested Benefit***

- $\$3,600 \times 76.87\%$  (deferred vested reduction) = \$2,767.32 per year

***Post-1994 Deferred Vested Benefit***

- $\$17,100 \times 78\%$  (deferred vested reduction) = \$13,338 per year

***Total Deferred Vested Benefit***

- $\$2,767.32 + 13,338.00 = \$16,105.32$  per year

To determine your monthly benefit, divide your annual benefit by 12.

## Disability Retirement Benefits

If you are disabled, you are eligible for an early retirement benefit if you meet all of the following criteria:

- You are vested in your Company-provided benefit at the time of your termination
- You reach the service requirement for early retirement at the time of your termination and you reach the age requirement on or prior to your benefit commencement date
- You terminate employment with the Company while on a Company-provided disability benefit
- You remain on Company-provided disability benefits until the month prior to the month you commence benefits under this Plan.

### Benefit Amount

Your monthly disability benefit will be equal to your normal retirement benefit, reduced for early retirement as applicable.

Call the NGBC if you have questions about the offsets that may result to your Company-provided disability benefit if you commence an early retirement pension benefit.

### Commencement Date

After your termination of employment, you may begin receiving a disability retirement benefit on the first day of the month following the date you meet the eligibility requirements described above.

## If You Die Before Benefit Payments Begin

### Married Participants

If you die after your benefit is vested but before your retirement benefit commences, your spouse will be eligible for a pre-retirement death benefit from the Plan. Your eligible spouse is the individual to whom you are legally married at the time of your death.

Your spouse's eligibility for the pre-retirement death benefit remains in effect whether or not you leave the Company, but will end on the earliest of:

- Your retirement date
- The date on which you no longer have a legal eligible spouse.

A former spouse can be deemed an eligible spouse for all or part of any pre-retirement spouse benefit from the Plan, if provided under a Qualified Domestic Relations Order (QDRO).

### Pre-retirement Part A Death Benefit

If you die before your benefit payments are scheduled to begin, your spouse's Part A benefit will be determined as follows.

**Pre-1995 benefit:** Your spouse's pre-1995 Part A benefit is equal to the pre-1995 Part A amount that would have been paid to you under this Plan had you elected the 100% joint and survivor annuity form of payment. The amount of the benefit paid to your spouse will be based on your age at the time your spouse chooses to commence the benefit and will be reduced, as applicable, for early retirement (see "Early Retirement," "Pre-1995 Benefit Amount" for reduction factors).

**Post-1994 benefit:** Your spouse's post-1994 Part A benefit is equal to one-half the post-1994 Part A amount which would have been paid to you under this Plan had you elected the 50% joint and survivor annuity form of payment. The amount of the benefit paid to your spouse will be based on your age at the time your spouse chooses to commence the benefit and will be reduced, as applicable, for early retirement (see "Early Retirement," "Post-1994 Benefit Amount" for reduction factors).

However, if you elect a 75% or 100% joint and survivor annuity form of payment within 90 days before your benefit payments are scheduled to begin, and then you die before your benefit payments begin, your spouse will receive the greater of your elected form of payment and your pre-retirement joint and survivor annuity. (Note: You must have elected your spouse as your beneficiary before your death.)

Your spouse's benefit is payable monthly for the duration of his or her life.

### Benefit Commencement Date

Your surviving spouse can begin receiving a benefit payment on or after the later of:

- The first day of the month following your death
- The first day of the month in which you would have been eligible for early retirement.

Benefit payments must begin by December 31 of the later of the year in which you die or the year in which you would have reached age 70½.

### **Special Dependent Child Survivor Benefit**

The following rules apply if you left the Company or died between January 1, 1976 and August 23, 1984, and were eligible for early retirement or had at least 10 years of service:

- If you are not married on the date of your death, your dependent children are eligible to receive a benefit
- If your spouse dies while receiving surviving spouse payments, your eligible dependent children will be entitled to receive benefits.

Survivor benefits to an eligible dependent child will end on:

- February 1 following your dependent child's 19<sup>th</sup> birthday, or
- February 1 following your dependent child's 24<sup>th</sup> birthday if he or she is enrolled as a full-time student at a college or university.

Each dependent child will receive an equal share of the benefit amount that would have been payable to you or that was paid to your surviving spouse for as long as he or she remains eligible.

## Payment Options

The Plan provides several optional forms of payment to help meet your retirement needs. Your form of payment election cannot be changed on or after your retirement date.

You will need to make two payment elections — one for your pre-1995 benefit and one for your post-1994 benefit. If you choose to receive your pre-1995 benefit in a form of payment that is also available for your post-1994 benefit, then you must elect the same payment option for both benefits. If you choose the fifteen year certain and continuous form of payment for your pre-1995 benefit (which is not available for your post-1994 benefit), you can choose any form of payment for your post-1994 benefit.

### Spousal Consent

If you are married when you retire, written and notarized spousal consent is required if you elect any option other than the 50%, 75%, or 100% Joint and Survivor option with your spouse designated as the beneficiary.

### Forms of Payment for the Part A Benefit

- ***Straight Life Annuity*** — You receive monthly payments for your lifetime. When you die, the Plan does not pay benefits to anyone else. If you are married when you retire, your spouse must consent in writing to this form of distribution. If you are single when you retire, your benefit normally will be paid as a straight life annuity, unless you elect one of the other forms of payment for which you qualify.
- ***Joint and Survivor Annuity (50%, 75% or 100%)*** — You receive a monthly benefit for your lifetime. When you die, your spouse or other named beneficiary receives a monthly payment equal to 50%, 75% or 100% of your monthly benefit (whichever you selected) for the rest of his or her lifetime. The monthly benefit you receive during your lifetime is smaller than the monthly benefit you would receive under the straight life annuity option, because benefits are paid over the joint lifetimes of you and your beneficiary. If your beneficiary dies before you but after your benefit payments are scheduled to begin, the Plan pays benefits for your lifetime only.

If you are married when you retire, your benefit normally will be paid on a 50% joint and survivor basis with your spouse as the designated survivor, unless you elect one of the other forms of payment for which you qualify. If you are married when you retire and choose a form of payment other than a 50%, 75% or 100% joint and survivor annuity with your spouse as beneficiary, your spouse must provide written, notarized consent.

If your spouse or beneficiary dies before your benefit payments are scheduled to begin, you should notify the NGBC immediately and select a different payment option. After the date your benefit payments are scheduled to begin, they will not be recalculated for a change in marital status.

If you elect a beneficiary other than your spouse, IRS rules may limit the level of the survivor benefit and may prevent the election of a joint annuitant who is significantly younger than you for joint and survivor annuity options other than the 50% option. Please contact the NGBC for more information.

- **Level Income Annuity** — You receive a greater monthly payment for the months before you reach age 62, the Social Security early retirement age. At age 62, your monthly payment amount is reduced by an estimate of your age 62 Social Security benefit. If you commence your Social Security benefit at age 62 and it is approximately equal to the reduction provided in your retirement benefit calculation, this option enables your income to “level out” pre- and post-age 62. If you are married when you retire, your spouse must consent in writing to this form of distribution.

Here’s how your benefit would be calculated:

- **Your pre-62 monthly benefit**

*equals*

Your benefit calculated under the straight life annuity form of payment (reduced, as applicable, for early retirement)

*plus*

Your estimated Social Security benefit  
*multiplied by*  
A Level Income annuity factor based on your age

- **Your post-62 monthly benefit**

*equals*

Your pre-62 monthly benefit  
*minus*  
Your estimated Social Security benefit

Your first post-62 benefit payment will take place on the first of the month coincident with or following your 62<sup>nd</sup> birthday. You will not be offered this option if the monthly post-62 benefit using an estimated Social Security benefit is \$25 or less.

**Example** — Assume you retire at age 60 with a straight life annuity benefit of \$1,000 per month, and the Level Income annuity factor is 0.85. Further, assume the Plan estimate of your age 62 Social Security benefit is \$500 and your actual age 62 Social Security payment is \$550.

Your retirement benefit calculation will show Plan payments for a level income option as follows:

- **Pre-62 monthly benefit from the Plan**

Straight life annuity of \$1,000  
*plus*  
\$500 x 0.85 = \$1,425

- **Post-62 monthly benefit from the Plan**

\$1,425 – \$500 = \$925

If you elect this option and commence your actual Social Security benefit at age 62, your *total* monthly income will be as follows:

- **Pre-62 monthly benefit from the Plan** = \$1,425
  
- **Post-62 total monthly benefit**  
Post-62 monthly benefit of \$925  
*plus*  
your actual Social Security benefit of \$550 = \$1,475

As a result, your pre- and post-62 income remains approximately level.

*Note: The age at which you may begin your Social Security benefits depends on the year of your birth. Be sure to confirm your eligible start date with the Social Security Administration. Social Security benefits that start before age 65 are reduced, because payments are made over a longer period of time. Your actual Social Security benefit may be more or less than the estimate used to determine your Plan benefit under the level income option. However, your level income payments will not be adjusted if that is the case.*

*If you participate in the Plan after June 30, 2003, and you participated in more than one plan in the Northrop Grumman Pension Plan while employed with the Company, you may be eligible to receive multiple benefits under the level income form of payment. If this occurs, the Plan may take into account a prorated amount of your Social Security benefit, based on the ratio of the present value of your benefit under this Plan to the present value of your total benefit under all of your Northrop Grumman Pension Plan benefits.*

- **Ten Year Certain and Continuous** — You receive a monthly benefit for your lifetime. Electing this form of payment means there will be a reduction in the amount of your straight life annuity benefit based on your age at retirement.

If you die before 120 payments have been made, the remainder of the 120 payments will be paid to your designated beneficiary. If your beneficiary dies after you but before 120 payments have been made, the remainder of the 120 payments will be paid to your beneficiary's estate in a lump sum. If your beneficiary predeceases you before the 120 payments have been made, you may designate another beneficiary, provided you obtain your spouse's consent, if applicable. You may designate your estate or a trust as your designated beneficiary for this payment option. If you are married when you retire, your spouse must consent in writing to this form of distribution.

- **Joint and Survivor with Level Income** (*available for benefit commencements before January 1, 2011*) — This option takes into account your estimated Social Security benefit in order to provide you with a level payment when you reach Social Security age *and* provides a percentage of your benefit (calculated without taking into account the level income option) to your beneficiary after your death. You can elect to have your beneficiary receive 50%, 75% or 100% of the amount that you would receive if you elected only the joint and survivor annuity (without the level income feature).

For example, you might elect this option when you are age 58, and choose a 50% joint and survivor benefit to be paid to your spouse. If you die at age 60, your spouse will receive

50% of the amount that you would have received if you had elected a 50% joint and survivor annuity without a level income feature (not 50% of the amount that you were receiving at the time of your death).

You will not be offered this option if the monthly post-62 benefit using an estimated Social Security benefit is \$25 or less.

If you are married when you retire and you choose this form of payment with a beneficiary other than your spouse, your spouse must provide written, notarized consent. If you elect a beneficiary other than your spouse, certain IRS rules may limit the level of the survivor benefit and may also prevent the election of a joint annuitant who is significantly younger than you for joint and survivor annuity options other than the 50% option. Please contact the NGBC for more information.

- **Lump Sum** — If the present value of your accrued benefit (pre-1995 and post-1994) is equal to or less than \$7,500, you can elect to receive your benefit as a lump sum. Trailing pay and other data included in your benefit calculation *after* your benefit commencement date will not impact your eligibility to elect a lump sum, even if it increases your annual benefit to be more than \$7,500.

Electing a lump sum payment means you are electing to receive, in a single payment, the actuarial present value of the straight life annuity benefit — there will be no further payments from the Plan.

If you are married when you retire, your spouse must provide written, notarized consent to this form of distribution. The lump sum amount will depend on your age at retirement, the interest rate used and a mortality table. For a list of the applicable interest rates, please log access *Benefits OnLine* at <http://benefits.northropgrumman.com>, or contact the NGBC.

If you elect the lump sum form of payment for your Part A benefit, you must make a direct rollover to an IRA or to another qualified plan in order to defer income taxes on the payment. *Any taxable amount not directly rolled over will have 20% automatically withheld for federal income taxes.*

### **Additional Pre-1995 Benefit Payment Forms**

You can also choose to receive your post-1994 benefit in the form of a **Fifteen Year Certain and Continuous payment** (available for benefit commencements through January 1, 2011). You receive a monthly benefit for your lifetime. Electing this form of payment means there will be a reduction in the amount of your straight life annuity benefit, based on your age at retirement. If you die before 180 payments have been made, the remainder of the 180 payments will be paid to your designated beneficiary. If your beneficiary dies after you but before 180 payments have been made, the remainder of the 180 payments will be paid to your beneficiary's estate in a lump sum. If your beneficiary predeceases you before the 180 payments have been made, you may designate another beneficiary, provided you obtain your spouse's consent, if applicable. You may designate your estate or a trust as your designated beneficiary for this payment option. If you are married when you retire, your spouse must consent in writing to this form of distribution.

### **Additional Post-1994 Benefit Payment Forms**

In addition to the payment options described above, you can choose to receive your post-1994 benefit from one of the following forms of payment:

- ***Straight Life and Annual Increase*** (available for benefit commencements before January 1, 2011) — During your first year of retirement, you receive a reduced monthly benefit. On each anniversary of your benefit commencement date, your payment is increased by 3% of your prior year's benefit. This option provides an increasing monthly benefit for the rest of your life, with no payments made after your death. For example, if your benefit amount during the first year is \$1,000 per month, your monthly benefit amount increases each year, until your death, as follows:

- First year: \$1,000/month
- Second year: \$1,030/month
- Third year: \$1,061/month
- Fourth year: \$1,093/month

If you are married when you retire, your spouse must consent in writing to this form of distribution.

- ***Joint and Spousal Survivor and Annual Increase*** (available for benefit commencements before January 1, 2011) — You receive a reduced monthly benefit for your lifetime, and your spouse receives a monthly benefit after your death. When you elect this option, your pension is reduced more than it would be if you elected only the joint and survivor annuity to account for the fact that on each anniversary of your benefit commencement date, your payment is increased by 3% of your prior year's benefit.

In the event of your death, you can elect to have your spouse receive 50%, 75% or 100% of the amount that you would have received had you elected only the joint and survivor annuity (without the annual increase). The annual 3% benefit increase does not apply to your spouse's benefit.

## **Tax Considerations**

For information about tax considerations, including the Internal Revenue Service excess earnings limit, please refer to the “Tax Considerations” section of the Pension Program SPD.

## **General Plan Information**

For additional administrative information about your pension benefit and the Plan, please refer to the “General Plan Information” section of the Pension Program SPD.

## Appendix

### Benefits Excluded from 50% Maximum Benefit

The maximum annual Part A benefit you can receive from all Northrop Grumman pension plans is generally limited to 50% of your final average earnings. This includes any benefits previously paid out or due to be paid in the future.

The 50% maximum benefit applies to participants who accrued a benefit under this Plan, the Northrop Grumman Retirement Plan, the Grumman Pension Plan, and the Northrop Grumman Commercial Aircraft Division Salaried Retirement Plan, excluding the following benefits:

- Benefits accrued before January 1, 1989, under the Rolling Meadows Plan
- Benefits accrued prior to the acquisition of Grumman Corporation on April 16, 1994 under:
  - This Plan, if the participant was an employee of Northrop Corporation on April 16, 1994
  - The Northrop Grumman Retirement Plan or Rolling Meadows Plan, if the participant was an employee of Grumman Corporation on April 16, 1994
  - The Northrop Grumman Retirement Plan or Rolling Meadows Plan prior to being employed with Grumman Corporation, if the participant was an employee of:
    - Northrop Corporation on April 16, 1994
    - Grumman Corporation prior to April 16, 1994, and
    - Northrop Corporation prior to being an employee of Grumman Corporation
- Benefits accrued before the acquisition of Vought Aircraft Corporation on August 31, 1994, under the:
  - Vought Plan, if the participant was an employee for Northrop Grumman Corporation on August 31, 1994
  - Northrop Grumman Retirement Plan, Rolling Meadows Plan, or this Plan, if the participant was an employee of VAC Acquisition Corporation (or one of its subsidiaries) on August 31, 1994
  - Northrop Grumman Retirement Plan, Rolling Meadows Plan, or this Plan prior to being employed with Vought Aircraft Corporation, if the participant was an employee of:
    - Northrop Grumman Corporation on August 31, 1994
    - Vought Aircraft Corporation prior to August 31, 1994, and
    - Northrop Corporation, Grumman Corporation, or Northrop Grumman Corporation prior to being an employee of Vought Aircraft Corporation
- Benefits accrued under the Hourly Rated Pension Plan of Northrop Grumman Corporation, Electronics System Division — Norwood Site
- Benefits accrued under the Wilcox Hourly Retirement Plan.