

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1

(AMENDMENT NO. 8)

TENDER OFFER STATEMENT PURSUANT TO SECTION
14(D)(1) OF THE SECURITIES EXCHANGE ACT OF 1934

GRUMMAN CORPORATION

(NAME OF SUBJECT COMPANY)

NORTHROP ACQUISITION, INC.

(BIDDER)

Common Stock, \$1.00 par value per share
(Including the Associated Rights)

(TITLE OF CLASS OF SECURITIES)

40018110

(CUSIP NUMBER OF CLASS OF SECURITIES)

Richard R. Molleur, Esq.
Northrop Corporation
1840 Century Park East
Los Angeles, CA 90067
(310) 553-6262

COPY TO:

Karen E. Bertero, Esq.
Gibson, Dunn & Crutcher
333 South Grand Avenue
Los Angeles, CA 90071
(213) 229-7000

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDER)

CALCULATION OF FILING FEE

TRANSACTION VALUATION*

\$2,174,165,160.00

AMOUNT OF FILING FEE**

\$434,833.03

* For purposes of calculating fee only. Assumes purchase of 35,067,180 shares
of Common Stock, \$1.00 par value per share, of Grumman Corporation at \$62.00
per share.

** 1/50th of 1% of Transaction valuation.

[] CHECK BOX IF ANY PART OF THE FEE IS OFFSET AS PROVIDED BY RULE 0-11(A)(2)
AND IDENTIFY THE FILING WITH WHICH THE OFFSETTING FEE WAS PREVIOUSLY PAID.
IDENTIFY THE PREVIOUS FILING BY REGISTRATION STATEMENT NUMBER, OR THE FORM
OR SCHEDULE AND THE DATE OF ITS FILING.

Amount previously paid: Not Applicable

Filing party: Not Applicable

Form or registration no.: Not Applicable

Date filed: Not Applicable

This Amendment No. 8 amends and supplements the Tender Offer Statement on Schedule 14D-1 dated March 14, 1994 (the "Schedule 14D-1"), of Northrop Acquisition, Inc. (the "Purchaser") and Northrop Corporation ("Northrop"), as amended, filed in connection with the Purchaser's offer to purchase all of the outstanding shares of Common Stock, par value \$1.00 per share, of Grumman Corporation, a New York corporation (the "Company"), and the associated preferred stock purchase rights, as set forth in the Schedule 14D-1, as amended (the "Offer").

ITEM 1. SECURITY AND SUBJECT COMPANY.

Reference is hereby made to Section 1, "Amended Terms of the Offer" of the Supplement dated April 5, 1994 (the "Supplement") to the Offer to Purchase, a copy of which is attached hereto as Exhibit (a)(10) and incorporated herein by reference in its entirety.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

Reference is hereby made to Section 2, "Merger Agreement" and Section 4, "Contacts with the Company; Background of the Offer" of the Supplement, which is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS.

Reference is hereby made to Section 3, "Source and Amount of Funds" of the Supplement, which is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION.

Reference is hereby made to Section 5, "Miscellaneous" of the Supplement, which is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

- (a)(10) Supplement dated April 5, 1994 to the Offer to Purchase.
- (11) Letter of Transmittal.
- (12) Letter, dated April 5, 1994, from the Dealer Manager to brokers, dealers, commercial banks, trust companies and nominees.
- (13) Letter, dated April 5, 1994, to be sent by brokers, dealers, commercial banks, trust companies and nominees to their clients.
- (14) Notice of Guaranteed Delivery.
- (15) Notice of Withdrawal.
- (c)(15) Letter dated April 3, 1994 from Northrop to the Company.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 5, 1994

NORTHROP CORPORATION

/s/ Richard R. Molleur

Name: Richard R. Molleur
Title: Corporate Vice President

NORTHROP ACQUISITION, INC.

/s/ Richard R. Molleur

Name: Richard R. Molleur
Title: Vice President and Secretary

EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----
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(15)	Notice of Withdrawal.
(c)(15)	Letter dated April 3, 1994 from Northrop to the Company.

SUPPLEMENT TO OFFER TO PURCHASE

NORTHROP ACQUISITION, INC. A WHOLLY OWNED SUBSIDIARY
OF
NORTHROP CORPORATION
HAS AMENDED ITS TENDER OFFER TO INCREASE THE CASH PRICE FOR ALL OUTSTANDING
SHARES OF COMMON STOCK (Including the Associated Rights)
OF
GRUMMAN CORPORATION
TO
\$62.00 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY
TIME, ON FRIDAY, APRIL 15, 1994, UNLESS EXTENDED.

THE BOARD OF DIRECTORS OF GRUMMAN CORPORATION (THE "COMPANY") UNANIMOUSLY
HAS DETERMINED THAT THE OFFER AND THE MERGER DESCRIBED HEREIN ARE FAIR TO, AND
IN THE BEST INTEREST OF, THE COMPANY AND ITS STOCKHOLDERS, HAS APPROVED THE
OFFER AND THE MERGER AND RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND
TENDER THEIR SHARES PURSUANT TO THE OFFER.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS: THERE BEING VALIDLY
TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE THAT NUMBER OF SHARES
REPRESENTING AT LEAST TWO-THIRDS OF THE TOTAL NUMBER OF OUTSTANDING SHARES OF
THE COMPANY ON A FULLY DILUTED BASIS (THE "MINIMUM CONDITION"). THE OFFER IS
ALSO SUBJECT TO CERTAIN OTHER TERMS AND CONDITIONS CONTAINED IN THE OFFER TO
PURCHASE AND HEREIN.

THE OFFER IS NOT CONDITIONED UPON THE PURCHASER OBTAINING FINANCING.

IMPORTANT

ON APRIL 3, 1994, THE PURCHASER, NORTHROP AND THE COMPANY ENTERED INTO AN
AGREEMENT AND PLAN OF MERGER (THE "MERGER AGREEMENT"). ON APRIL 4, 1994, THE
PURCHASER AMENDED ITS OFFER TO INCREASE THE PER SHARE CONSIDERATION TO \$62.00
AND TO REFLECT CERTAIN OTHER CHANGES IN ACCORDANCE WITH THE MERGER AGREEMENT.
THE PURCHASER RESERVES THE RIGHT TO AMEND THE OFFER, SUBJECT TO SECTION 1.1 OF
THE MERGER AGREEMENT.

Any stockholder desiring to tender Shares should either (1) complete and
sign one of the Letters of Transmittal, or a facsimile copy thereof, in
accordance with the instructions in the Letters of Transmittal, mail or
deliver it and any other required documents to the Depositary and either
deliver the certificates for such Shares to the Depositary along with one of
the Letters of Transmittal or tender such Shares pursuant to the procedures
for book-entry transfer set forth in Section 2 of the Offer to Purchase or (2)
request such stockholder's broker, dealer, commercial bank, trust company or
other nominee to effect the transaction for the stockholder. Stockholders
having Shares registered in the name of a broker, dealer, commercial bank,
trust company or other nominee must contact such broker, dealer, commercial
bank, trust company or other nominee if they desire to tender such Shares.

A stockholder who desires to tender Shares and whose certificates for Shares
are not immediately available, or who cannot comply with the procedures for
book-entry transfer described in the Offer to Purchase on a timely basis, may
tender such Shares by following the procedures for guaranteed delivery set
forth in Section 2 of the Offer to Purchase.

Questions and requests for assistance, or for additional copies of the Offer
to Purchase, this Supplement, the Letter of Transmittal or other tender offer
materials, may be directed to the Dealer Manager or to the Information Agent
at their respective addresses and telephone numbers set forth on the back
cover of this Supplement. Holders of Shares may also contact brokers, dealers,
commercial banks or trust companies for assistance concerning the Offer.

The Dealer Manager for the Offer is:

SALOMON BROTHERS INC

April 5, 1994

To the Holders of Common Stock of
Grumman Corporation:

The following information supplements the Offer to Purchase dated March 14, 1994 (the "Offer to Purchase") of Northrop Acquisition, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Northrop Corporation, a Delaware corporation ("Northrop" or "Parent"). The Purchaser is now offering to purchase all outstanding shares of Common Stock, par value \$1.00 per share (the "Common Stock"), of Grumman Corporation, a New York corporation (the "Company"), and the associated preferred stock purchase rights (the "Rights" and, together with the Common Stock, the "Shares") issued pursuant to the Rights Agreement, dated as of February 18, 1988, as amended as of March 6, 1994, between the Company and The Bank of New York, as Rights Agent (the "Rights Agreement"), upon the terms and subject to the conditions set forth in the Offer to Purchase, this Supplement and in the related Letters of Transmittal (which together constitute the "Offer"), at the purchase price of \$62.00 per Share, net to the tendering stockholder in cash. Terms not defined herein shall have the meanings given to such terms in the Offer to Purchase.

Procedures for tendering Shares are set forth in Section 2 of the Offer to Purchase. Tendering stockholders may use the Letter of Transmittal or Notice of Guaranteed Delivery previously circulated with the Offer to Purchase, or, alternatively, the Letter of Transmittal or Notice of Guaranteed Delivery included with this Supplement. Although the Letter of Transmittal and Notice of Guaranteed Delivery previously circulated refer to a \$60.00 per Share offering price, stockholders using them will nevertheless receive \$62.00 per Share for each Share validly tendered, not withdrawn and purchased pursuant to the Offer, subject to the conditions of the Offer. STOCKHOLDERS WHO PREVIOUSLY HAVE TENDERED THEIR SHARES PURSUANT TO THE OFFER ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION IN ORDER TO RECEIVE THE INCREASED PRICE OF \$62.00 PER SHARE, SUBJECT TO THE CONDITIONS OF THE OFFER. Procedures for withdrawing Shares tendered pursuant to the Offer are set forth in Section 3 of the Offer to Purchase. Stockholders will be allowed to withdraw tendered Shares at any time prior to the acceptance for payment of Shares pursuant to the Offer.

The Offer will expire at 12:00 midnight, New York City time, on Friday, April 15, 1994, unless and until the Purchaser, in its sole discretion, shall have extended the period of time for which the Offer is open.

STOCKHOLDERS ARE URGED TO READ THE OFFER TO PURCHASE, THIS SUPPLEMENT AND THE LETTER OF TRANSMITTAL CAREFULLY BEFORE DECIDING WHETHER TO TENDER THEIR SHARES.

THE TENDER OFFER

1. Amended Terms of the Offer. On April 4, 1994, the Purchaser announced that it had amended the Offer by, among other things, increasing the price to be paid for the Shares pursuant to the Offer to \$62.00 per Share, net to the tendering stockholder in cash. All stockholders whose Shares are purchased pursuant to the Offer will receive the increased Offer price of \$62.00 per Share. The Purchaser also amended the conditions of the Offer by replacing those set forth in the Offer to Purchase with the following.

Notwithstanding any other provisions of the Offer, the Purchaser shall not be required to accept for payment or pay for, and may delay the acceptance for payment of, or the payment for, any Shares, and may terminate the Offer and not accept for payment or pay for any Shares, if (i) immediately prior to the expiration of the Offer, the Minimum Condition shall not have been satisfied, (ii) any applicable waiting period under the HSR Act shall not have expired or been terminated prior to the expiration of the Offer (which condition has been satisfied) or (iii) at any time on or after April 4, 1994 and prior to the acceptance for payment of Shares, the Purchaser makes a determination (which shall be made in good faith) that any of the following conditions exists:

(a) there shall have been any action taken, or any statute, rule, regulation, judgment, order or injunction proposed, sought, promulgated, enacted, entered, enforced or deemed applicable to the Offer, or any other action shall have been taken, proposed or threatened, by any state or federal government or governmental authority or by any U.S. court, other than the routine application to the Offer, the Merger or other subsequent business combination of waiting periods under the HSR Act, that presents a substantial likelihood of (1) making the acceptance for payment of, or the payment for, some or all of the Shares illegal or otherwise prohibiting, restricting or significantly delaying consummation of the Offer, (2) imposing material limitations on the ability of the Purchaser to acquire or hold or to exercise effectively all rights of ownership of the Shares, including, without limitation, the right to vote any Shares purchased by the Purchaser on all matters properly presented to the stockholders of the Company, or effectively to control in any material respect the business, assets or operations of the Company, its subsidiaries, the Purchaser or any of their respective affiliates, or (3) otherwise having a Material Adverse Effect on the Company, Northrop or the Purchaser; or

(b) any material adverse change shall have occurred or be threatened, or Parent or the Purchaser shall have become aware of any fact or circumstance, that has had or is reasonably likely to have a Material Adverse Effect (as defined in the Merger Agreement) on the Company; or

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iii) the commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States and having a Material Adverse Effect on the Company or materially adversely affecting (or materially delaying) the consummation of the Offer, (iv) any limitation (whether or not mandatory) by any U.S. governmental authority or agency on, or any other event that, in the judgment of the Purchaser, is reasonably likely to materially adversely affect the extension of credit by banks or other financial institutions, (v) from the date of the Merger Agreement through the date of termination or expiration of the Offer, a decline of at least 25% in the Standard & Poor's 500 Index or (vi) in the case of any of the situations described in clauses (i) through (v) inclusive, existing at the date of the commencement of the Offer, a material acceleration or worsening thereof; or

(d) any person (which includes a "person" as such term is defined in Section 13(d)(3) of the Exchange Act) other than the Purchaser, any of its affiliates, or any group of which any of them is a member shall have acquired beneficial ownership of more than 30% of the outstanding Shares or

shall have entered into a definitive agreement or an agreement in principle with the Company with respect to a tender offer or exchange offer for any Shares or a merger, consolidation or other business combination with or involving the Company or any of its subsidiaries; or

(e) the Merger Agreement shall have been terminated in accordance with its terms; or

(f) prior to the purchase of Shares pursuant to the Offer, the Board of Directors of the Company shall have withdrawn or modified (including by amendment of the Schedule 14D-9 with respect to the Offer) in a manner adverse to the Purchaser its approval or recommendation of the Offer, the Merger Agreement or the Merger (as defined below) or shall have recommended another offer, or shall have adopted any resolution to effect any of the foregoing which, in the sole judgment of the Purchaser in any such case, and regardless of the circumstances (including any action or omission by the Purchaser) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment.

2. Merger Agreement. On April 3, 1994, the Purchaser, Northrop and the Company entered into the Merger Agreement. After the completion of the Offer, and upon the terms and subject to the conditions of the Merger Agreement, the Purchaser will be merged with and into the Company (the "Merger"). Following the Merger, the Company will be the surviving corporation (the "Surviving Corporation"). The Company will thereby become a wholly owned subsidiary of Northrop and each Share outstanding immediately prior to the Effective Time (as defined in the Merger Agreement) (other than Shares (i) held in the Company's treasury or by any of the Company's subsidiaries, (ii) held by the Purchaser, Northrop or any other subsidiary of Northrop or (iii) held by any stockholder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such shares in accordance with Section 623 of the New York Business Corporation Law (the "NYBCL"), unless such holder fails to perfect or withdraws or otherwise loses his right to appraisal, in which case such Shares will be treated as converted) will be converted at the Effective Time into the right to receive the higher of (i) \$62.00 in cash or (ii) any higher price paid pursuant to the Offer (the "Merger Consideration"). The purpose of the Offer, the Merger Agreement and the Merger is for the Purchaser and Northrop to acquire control of, and the entire equity interest in, the Company. The Offer is intended to increase the likelihood that the Merger will be effected.

The Merger Agreement provides that the Purchaser will amend the Offer as set forth in this Supplement and accept for payment, purchase and pay for Shares validly tendered pursuant to the Offer, subject to the terms and conditions set forth in the Offer to Purchase. The Merger Agreement further provides that the Purchaser, upon purchase of Shares pursuant to the Offer, shall be entitled to designate up to such number of directors, rounded up to the next whole number, on the Board of Directors of the Company (the "Board") as will give the Purchaser representation on the Board equal to the product of the number of directors on the Board (giving effect to any increase in the number of directors pursuant to the Merger Agreement as set forth below) and the percentage that the number of Shares purchased by the Purchaser bears to the total number of outstanding shares of Common Stock of the Company on a fully-diluted basis, and that the Company will use its best efforts, upon request by the Purchaser, promptly, at the Company's election either to increase the size of the Board (subject to the provisions of Article EIGHTH of Company's certificate of incorporation) or secure the resignation of such number of directors as is necessary to enable the Purchaser's designees to be elected to the Board. The Merger Agreement further provides that, at such times, and subject to the agreement set forth in the next sentence, the Company will use its best efforts to cause persons designated by the Purchaser to constitute the same percentage as is on the Board of (i) each committee of the Board (other than any committee of the Board established to take action under the Merger Agreement), (ii) each board of directors of each subsidiary of the Company and (iii) each committee of each such board. The Merger Agreement further provides that, notwithstanding the foregoing, the Company shall use its best efforts to insure that three members of the Board as of the date of the Merger Agreement shall remain members of the Board until the Effective Time. The Merger Agreement further provides that the

Merger shall occur as soon as practicable after May 18, 1994 (provided that the Purchaser shall have purchased Shares pursuant to the Offer) upon the satisfaction or waiver of the conditions in the Merger Agreement and that, upon such Merger, the directors of the Purchaser shall become the directors of Surviving Corporation and that the officers of the Company shall become the officers of Surviving Corporation.

With respect to outstanding stock options pursuant to the Company's 1981 Stock Option Plan, 1990 Stock Option Plan and 1992 Long-Term Incentive Plan (collectively, the "Stock Plans"), the Merger Agreement provides that the Company shall use all reasonable efforts to cause all holders of the options ("Options") granted under the Stock Plans which are outstanding immediately prior to the Effective Time to exercise such Options prior to the Effective Time. In addition, the Company has agreed in the Merger Agreement to take such action as is necessary under the Stock Plans to cause any Options that remain outstanding after the Merger to thereafter be exercisable for a short-term debt instrument of Surviving Corporation in a face amount (and with an interest rate and other terms designed to provide a fair value) equal to the amount determined by multiplying the Merger Consideration by the number of Shares for which such Option was theretofore exercisable. The Merger Agreement further provides that, prior to the Effective Time, the Company shall use all reasonable efforts to (i) obtain any consents from individuals who are entitled to awards under the Company's Management Incentive Plan ("MIP") and (ii) make any amendments to the terms of such Plan that are necessary to provide for future distributions thereunder to be paid in the form of cash (and not in the form of shares of Common Stock).

The Merger Agreement provides that the Purchaser, upon notice to the Company, may modify the structure of the Merger if the Purchaser determines it advisable to do so because of tax or other considerations, but no such modification may reduce the consideration payable upon consummation of the Merger.

Representations and Warranties. The Merger Agreement contains customary representations and warranties by the Company concerning: the organization and qualification of the Company and its subsidiaries; the capitalization of the Company and its subsidiaries; the Company's authority relative to the execution and delivery of, and performance of its obligations under, the Merger Agreement, and Board approval of the Merger Agreement and certain related transactions; the accuracy of forms, reports and documents filed by the Company with the Securities and Exchange Commission since January 1, 1990 and certain financial statements of the Company; the accuracy of information supplied by the Company for inclusion in the Offer documents and the proxy statement relating to the Merger; the absence of undisclosed liabilities or changes; obtaining necessary approvals to consummate the transactions contemplated by the Merger Agreement and the absence of any conflict with, or violations of, the corporate documents and binding instruments of the Company or of its subsidiaries or with or of any law, rule or regulation of the consummation of the transactions contemplated by the Merger Agreement; there not being any current defaults under the corporate documents and binding instruments of the Company and of its subsidiaries or under any law, rule or regulation; the absence of material litigation involving the Company or any of its subsidiaries; the Company and its subsidiaries having necessary permits and licenses and the compliance therewith, and compliance with all applicable laws; the legal compliance of employee benefit plans of the Company and its subsidiaries; the Company and its subsidiaries complying with environmental laws and regulations; and the amendment of the Rights Agreement. In addition, the Company represents that it has terminated the merger agreement with Martin Marietta pursuant to Section 8.1(d)(ii) thereof. The Merger Agreement also contains customary representations and warranties of the Purchaser and Parent.

Covenants. The Merger Agreement obligates the Company until the designees of the Purchaser constitute a majority of the Board, to conduct its business in the ordinary course consistent with past practice including specific covenants as to permissible activities. Parent has agreed to guarantee the performance by the Purchaser of its obligations under the Merger Agreement.

Other Potential Bidders. The Merger Agreement provides that the Company, its affiliates and their respective officers, directors, employees, representatives and agents shall immediately cease any existing discussions or negotiations, if any, with any parties conducted prior to the Merger Agreement with respect to any acquisition of all or any material portion of the assets of, or any equity interest in, the Company or any of the Company's subsidiaries or any business combination with the Company or any of its subsidiaries, other than as described in the letter (the "Letter") from the Company to Parent dated the date of the Merger Agreement. The Merger Agreement permits the Company to, directly or indirectly, furnish information and access, in each case only in response to unsolicited requests therefor, to another person pursuant to confidentiality agreements and to participate in discussions and negotiations with such person with respect to any merger, sale of assets, sale of shares of capital stock or similar transaction involving the Company or any subsidiary or division of the Company if such person has submitted a written proposal to the Board relating to any such transaction and the Board by a majority vote determines in its good faith judgment, based as to legal matters on the written opinion of legal counsel, that failing to take such action would constitute a breach of the Board's fiduciary duty. The Merger Agreement provides that the Board shall provide a copy of any such written proposal to Parent or the Purchaser immediately after receipt thereof and thereafter keep Parent and the Purchaser promptly advised of any development with respect thereto. Otherwise, the Merger Agreement prohibits the Company from directly or indirectly encouraging, soliciting, participating in or initiating negotiations or discussions with, or providing any information to, any person concerning any merger, sale of assets, sale of shares of capital stock or similar transactions involving the Company or any subsidiary or any division of the Company; provided, however, that nothing in the Merger Agreement shall prevent the Board from taking, and disclosing to the Company's shareholders, a position contemplated by Rules 14d-9 and 14e-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with regard to any tender offer; and provided, further, that the Board shall not recommend that the stockholders of the Company tender their shares in connection with any such tender offer unless the Board by majority vote determines in its good faith judgment, based as to legal matters on the written opinion of legal counsel, that failing to take such action would constitute a breach of the Board's fiduciary duty.

Conditions. Each party's obligations to effect the Merger are subject to: the requisite approval of stockholders of the Company; there being no statute, rule, regulation, executive order, decree, ruling or injunction prohibiting, restraining, enjoining or restricting the consummation of the Merger; the expiration of any applicable waiting period under the HSR Act (which expiration has occurred); and the purchase of Shares pursuant to the Offer.

Termination. The Merger Agreement provides that it may be terminated and the Offer and the Merger may be abandoned at any time, but prior to the Effective Time, in the following circumstances: (i) by the mutual written consent of Parent, the Purchaser and the Company; (ii) by Parent and the Purchaser or the Company if any court of competent jurisdiction in the United States or other United States governmental body shall have issued a final order, decree or ruling or taken any other final action restraining, enjoining or otherwise prohibiting the Merger and such order, decree, ruling or other action is or shall have become non-appealable; (iii) by Parent and the Purchaser if, due to an occurrence or circumstance which would result in a failure to satisfy any of the conditions set forth in the Offer, the Purchaser shall have (A) terminated the Offer or (B) failed to pay for Shares pursuant to the Offer within 60 days following the date of the Merger Agreement; (iv) by the Company if (1) there shall not have been a material breach of any representation, warranty or covenant or agreement on the part of the Company and the Purchaser shall have (A) terminated the Offer or (B) failed to pay for Shares pursuant to the Offer within 60 days following the date of the Merger Agreement or (2) prior to the purchase of Shares pursuant to the Offer, a person shall have made a bona fide offer that the Board by a majority vote determines in its good faith judgment and in the exercise of its fiduciary duties, based as to legal matters on the written opinion of legal counsel, is more favorable to the Company's shareholders than the Offer and the Merger (any such termination effected pursuant to clause (iv)(2) being referred to as

an "Other Offer Event"), provided that in the case of this clause (2) the Company shall have paid the Termination Fee (as defined below); (v) by Parent and the Purchaser prior to the purchase of Shares pursuant to the Offer, if (1) there shall have been a breach of any representation or warranty on the part of the Company having a Material Adverse Effect on the Company (as defined below) or materially adversely affecting (or materially delaying) the consummation of the Offer, (2) there shall have been a breach of any covenant or agreement on the part of the Company resulting in a Material Adverse Effect on the Company or materially adversely affecting (or materially delaying) the consummation of the Offer, which shall not have been cured prior to the earlier of (A) ten days following notice of such breach and (B) two business days prior to the date on which the Offer expires (any such termination effected pursuant to clause (v)(1) or (v)(2) being referred to as a "Company Breach Event"), (3) the Company shall engage in negotiations with any entity or group (other than Parent or the Purchaser) that has proposed a Third Party Acquisition (as defined below), (4) the Board shall have withdrawn or modified (including by amendment to the Company's Schedule 14D-9 with respect to the Offer) in a manner adverse to the Purchaser its approval or recommendation of the Offer, the Merger Agreement or the Merger or shall have recommended another offer or shall have adopted any resolution to effect any of the foregoing, or (5) the Minimum Condition shall not have been satisfied by the expiration date of the Offer and on or prior to such date an entity or group (other than Parent or the Purchaser) shall have made and not withdrawn a proposal with respect to a Third Party Acquisition; or (vi) by the Company if (1) there shall have been a material breach of any representation or warranty on the part of Parent or the Purchaser which materially adversely affects (or materially delays) the consummation of the Offer or (2) there shall have been a material breach of any covenant or agreement on the part of Parent or the Purchaser and which materially adversely affects (or materially delays) the consummation of the Offer which shall not have been cured prior to the earliest of (A) ten days following notice of such breach and (B) two business days prior to the date on which the Offer expires.

"Material Adverse Effect," when used in connection with the Company or any of its subsidiaries, is defined in the Merger Agreement as any change or effect (other than changes or effects disclosed in the Letter) that is or is reasonably likely to be materially adverse to the business, results of operations or condition (financial or otherwise) of the Company and its subsidiaries, taken as whole, other than any change or effect arising out of general economic conditions unrelated to any businesses in which the Company is engaged.

Fees and Expenses. The Merger Agreement provides that in the event Parent and the Purchaser terminate the Merger Agreement pursuant to a Company Covenant Breach, Parent and the Purchaser would suffer direct and substantial damages, which damages cannot be determined with reasonable certainty. To compensate Parent and the Purchaser for such damages, the Company has agreed under the Merger Agreement to pay to Parent the amount of \$20 million as liquidated damages immediately upon such a termination.

The Merger Agreement also provides that if (i) Parent and the Purchaser terminate the Merger Agreement pursuant to clause (v)(2), (3), (4) or (5) of the first paragraph under Termination above and, within 12 months thereafter, the Company enters into an agreement with respect to a Third Party Acquisition, or a Third Party Acquisition occurs involving any party (or any affiliate thereof) (x) with whom the Company (or its agents) had negotiations with a view to a Third Party Acquisition, (y) to whom the Company (or its agents) furnished information with a view to a Third Party Acquisition or (z) who had submitted a proposal or expressed an interest in a Third Party Acquisition, in the case of each of clauses (x), (y) and (z) after the date hereof and prior to such termination, (ii) Parent and the Purchaser terminate the Merger Agreement pursuant to clause (v)(3), (4) or (5) of the first paragraph of Termination above, and within 12 months thereafter a Third Party Acquisition shall occur involving a consideration for Shares (including the value of any stub equity) in excess of the amount per Share paid pursuant to the Offer, or (iii) the Company terminates the Merger Agreement pursuant to an Other Offer Event, the Company shall pay to Parent and the Purchaser, within one business day following the execution and delivery of such agreement or such occurrence, as the case may be, or simultaneously with such

termination by the Company, a fee, in cash, of \$50,000,000 (the "Termination Fee"), provided, however, that the Company in no event shall be obligated to pay more than one such \$50,000,000 fee with respect to all such agreements and occurrences and such termination. In case liquidated damages shall have been paid pursuant to the first paragraph of this section, in connection with such a termination, the amount so paid, minus an amount equal to the fees and expenses that would have been collectible by Parent and the Purchaser pursuant to the second next succeeding paragraph but for the operation of clause (ii) of the parenthetical of the first sentence thereof, shall be credited against the amount pursuant to this paragraph.

"Third Party Acquisition" is defined in the Merger Agreement as the occurrence of any of the following events: (i) the acquisition of the Company by merger or otherwise by any person (which includes a "person" as such term is defined in Section 13(d)(3) of the Exchange Act) or entity other than Parent, the Purchaser or any affiliate thereof (a "Third Party"); (ii) the acquisition by a Third Party of more than 30% of the total assets of the Company and its subsidiaries, taken as a whole; (iii) the acquisition by a Third Party of 30% or more of the outstanding shares of Common Stock; (iv) the adoption by the Company of a plan of liquidation or the declaration or payment of an extraordinary dividend; or (v) the repurchase by the Company or any of its subsidiaries of more than 20% of the outstanding shares of Common Stock, other than a repurchase which was not approved by the Company or publicly announced prior to the termination of the Merger Agreement and which is not part of a series of transactions resulting in a change of control.

The Merger Agreement provides that upon the termination of the Merger Agreement for any reason prior to the purchase of Shares by the Purchaser pursuant to the Offer (other than (i) termination by the Company due to a breach of a representation, warranty, covenant or agreement on the part of Parent or the Purchaser and (ii) termination in circumstances requiring the Company to pay liquidated damages pursuant to a Company Breach Event), the Company shall reimburse Parent, the Purchaser and their affiliates (not later than one business day after submission of statements therefor) for all actual documented out-of-pocket fees and expenses, not to exceed \$8,800,000, actually and reasonably incurred by any of them or on their behalf in connection with the Offer and the Merger and the consummation of all transactions contemplated by the Merger Agreement (including, without limitation, fees payable to financing sources, investment bankers, counsel to any of the foregoing, and accountants). Parent and the Purchaser have provided the Company with an estimate of the amount of such fees and expenses and, if Parent or the Purchaser shall have submitted a request for reimbursement hereunder, will provide the Company in due course with invoices or other reasonable evidence of such expenses upon request. The Company shall in any event pay the amount requested (not to exceed \$8,800,000) within one business day of such request, subject to the Company's right to demand a return of any portion as to which invoices are not received in due course.

Indemnification; Insurance. Under the Merger Agreement, Parent and the Purchaser have agreed that all rights to indemnification or exculpation existing in favor of the directors, officers, employees and agents of the Company and its subsidiaries as provided in their respective charters or by-laws or otherwise in effect as of the date of the Merger Agreement with respect to matters occurring prior to the Effective Time shall survive the Merger and continue in full force and effect. The Merger Agreement also provides that to the maximum extent permitted by the NYBCL such indemnification shall be mandatory rather than permissive and Surviving Corporation shall advance expenses in connection with such indemnification. The Merger Agreement further provides that Parent guarantees the indemnification obligations of Surviving Corporation.

Under the Merger Agreement, Parent has agreed to cause Surviving Corporation to maintain in effect for not less than three years from the Effective Time the policies of the directors' and officers' liability and fiduciary insurance most recently maintained by the Company (provided that Surviving Corporation may substitute therefor policies of at least the same coverage containing terms and conditions which are not less advantageous to the beneficiaries thereof so long as such substitution

does not result in gaps or lapses in coverage) with respect to matters occurring prior to the Effective Time to the extent available, provided that in no event shall Surviving Corporation be required to expend more than an amount per year equal to 200% of the current annual premiums paid by the Company (the "Premium Amount") to maintain or procure insurance coverage pursuant hereto and, further provided, that if Surviving Corporation is unable to obtain the insurance called for by this provision, Surviving Corporation will obtain as much comparable insurance as is available for the Premium Amount per year.

Redemption of Rights. The Merger Agreement provides that, at Parent's request, the Company will take such action as Parent may request to effectuate the redemption, at any time after the purchase pursuant to the Offer of at least a majority of the outstanding Shares, of the Rights.

Amendment. The Merger Agreement provides that subject to the next paragraph, the Merger Agreement may be amended by action taken by the Company, Parent and the Purchaser at any time before or after approval of the Merger by the shareholders of the Company (if required by applicable law) but, after any such approval, no amendment shall be made which requires the approval of such shareholders under applicable law without such approval. The Merger Agreement further provides that the Merger Agreement may not be amended except by an instrument in writing signed on behalf of the parties thereto.

The Merger Agreement further provides that, following the election or appointment of the Purchaser's designees to the Company's Board of Directors pursuant to the Merger Agreement and prior to the Effective Time, if there shall be any directors of the Company who were directors as of the date hereof, any amendment of the Merger Agreement, any termination of the Merger Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations or other acts of the Purchaser or Parent or waiver of any of the Company's rights under the Merger Agreement, will require the concurrence of a majority of such directors.

Extension; Waiver. The Merger Agreement provides that subject to the second paragraph under "Amendment" above, at any time prior to the Effective Time, each party to the Merger Agreement may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained in the Merger Agreement or in any document, certificate or writing delivered pursuant to the Merger Agreement or (iii) waive compliance by the other party with any of the agreements or conditions contained in the Merger Agreement. Any agreement on the part of either party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of either party thereto to assert any of its rights thereunder shall not constitute a waiver of such rights.

3. Source and Amount of Funds. The total amount of funds required by the Purchaser to purchase all Shares that may be tendered and to pay related fees and expenses will be approximately \$2.17 billion. Northrop intends to obtain the funds from bank loans to be provided initially by Chase Manhattan Bank, N.A. ("Chase") and Chemical Bank ("Chemical"). Chase and Chemical have entered into a commitment letter with Northrop dated March 10, 1994 pursuant to which each of Chase and Chemical has committed to provide \$1.4 billion (or a total of \$2.8 billion) in senior bank credit facilities to finance the Offer and the Proposed Merger, to pay related fees and expenses, to refinance existing bank debt of Northrop and (after the Proposed Merger) the Company and to provide working capital for Northrop.

4. Contacts with the Company; Background of the Offer. On March 28, 1994, the Company sent a letter to Northrop and Martin Marietta setting forth rules and procedures for submitting proposals to acquire the Company (the "Rules and Procedures"). The Rules and Procedures provided, among other things, that any proposal should be the bidder's "best and highest offer" and should be delivered in a sealed envelope to the Board of Directors of the Company in care of the Company's financial advisor by 5:00 p.m. on March 31, 1994. By letter dated March 28, Northrop expressed its concern that the

Rules and Procedures perpetuated "the unlevel playing field" which favored Martin Marietta and requested an open bidding process. The Company responded on March 29 that it was "firmly of the view that the Rules and Procedures are fair to both Northrop and Martin Marietta" and that it believed that the Rules and Procedures provided the "best assurance of a fair and orderly procedure." On March 30, Northrop again expressed its concern with the Rules and Procedures and conditionally offered to increase the consideration offered in its tender offer to \$62 per share, subject to, among other things, the Company's execution of the Merger Agreement by 3:00 p.m. on March 31, 1994. By letter dated March 30, the Company informed Northrop that it had concluded that the bidding should continue in accordance with the Rules and Procedures.

On March 31, 1994, Northrop delivered a Letter to the Company that read as follows:

March 31, 1994

CONFIDENTIAL

Board of Directors
Grumman Corporation
In care of Mr. Gene T. Sykes
Goldman, Sachs & Co.
85 Broad Street
New York, New York 10004

Gentlemen and Mrs. Benson:

As you are aware, we have grave concerns with the fairness of the bidding rules and procedures set forth in Dr. Caporali's March 28 letter. We continue to desire an unimpeded opportunity to participate in a truly open and fair procedure for bringing the bidding process to a conclusion without any impediment to our responding to any bid made by Martin Marietta.

We strongly believe that a combination of Grumman and Northrop is in the best interests of our mutual stockholders and other constituencies; and we wish to be constructive in your effort to bring the bidding to a swift conclusion. Accordingly, Northrop Corporation hereby offers to increase the price Northrop will pay in accordance with the Merger Agreement as follows:

(1) An increased price of \$66.00 per share if Martin Marietta's proposal delivered to you at or before 5:00 p.m. New York time on March 31, 1994 (the "Martin Marietta Bid") contains a definitive offer to acquire all outstanding shares of Grumman at a per share price of \$64.01 through \$66, inclusive;

(2) An increased price of \$65.00 per share if the Martin Marietta Bid contains a definitive offer to acquire all outstanding shares of Grumman at a per share price of \$63.01 through \$64, inclusive;

(3) An increased price of \$64.00 per share if the Martin Marietta Bid contains a definitive offer to acquire all outstanding shares of Grumman at a per share price of \$62.01 through \$63, inclusive;

(4) An increased price of \$63.00 per share if the Martin Marietta Bid contains a definitive offer to acquire all outstanding shares of Grumman at a per share price of \$61.01 through \$62, inclusive;

(5) An increased price of \$62.00 per share if the Martin Marietta Bid contains a definitive offer to acquire all outstanding shares of Grumman at a per share price of \$60.00 through \$61 inclusive; or

(6) A per share price of \$60 if Martin Marietta fails to provide a bid letter or the Martin Marietta Bid does not contain a definitive offer of at least \$60 per share.

If Grumman shall choose to accept a bid from Martin Marietta at or above \$66 per share, we would urge Grumman to notify Northrop of the bid as we will give serious consideration to topping such a bid.

The offer made herein shall be irrevocable until 9:00 a.m. New York time on Monday, April 4, 1994.

We must require that, upon Grumman's acceptance of the offer made herein at a particular price, Grumman shall certify to us in writing that such price is established in accordance with the formula set forth herein.

We further advise you that Northrop reserves its right to submit additional bids or proposals intended to provide greater value to Grumman's stockholders or other constituent communities than any agreement which may be entered into between Grumman and Martin Marietta. Northrop does not agree with any provisions of the bidding procedures that purport to limit Northrop's ability to make such additional bids or proposals.

We expect that Grumman will honor the commitment it has made not to publicly disclose or communicate to Martin Marietta the terms of this offer, and this offer shall not be binding upon Northrop if it is so disclosed or communicated prior to entering into a definitive merger agreement with us. We also expect, and this offer is submitted on the condition, that Grumman will not enter into any agreement with either Martin Marietta or Northrop, except on the terms described in Dr. Caporali's March 28 letter.

Acceptance of this offer by Grumman Corporation shall constitute acceptance and agreement to the Agreement and Plan of Merger submitted to you, pursuant to the letter dated March 23, 1994, from our counsel, with a change in the second "WHEREAS" clause of \$60 to the dollar amount specified in Paragraph (1) through (5) herein and a change in Section 4.2 to correct a typographical error therein, to change the number 107,975,451 to 107,975.451.

Sincerely,

/s/ Kent Kresa
Kent Kresa

On April 1, 1994, representatives of the Company contacted Northrop and invited Northrop to enter into negotiations with the Company. On April 2 and April 3, representatives of Northrop and the Company met to discuss and negotiate the terms of the Merger Agreement. On April 3, Northrop sent a letter to the Company confirming its commitment to purchase all outstanding Shares for \$62 per Share and, later that day, the Purchaser, Northrop and the Company entered into the Merger Agreement. On April 4, Northrop announced that it had amended its Offer in accordance with the terms of the Merger Agreement.

5. Miscellaneous. Northrop and the Purchaser have filed with the Commission a Tender Offer Statement on Schedule 14D-1, as amended, together with all exhibits thereto, pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, furnishing certain additional information with respect to the Offer. Such Tender Offer Statement and any amendments thereto, including exhibits, may be inspected and copies may be obtained from the offices of the Commission in the manner set forth in the Offer to Purchase (except that they will not be available at the regional offices of the Commission).

Northrop Acquisition, Inc.

April 5, 1994

Manually signed facsimile copies of the Letter of Transmittal will be accepted. Letters of Transmittal and certificates for Shares should be sent or delivered by each stockholder of the Company or his broker, dealer, commercial bank or trust company to the Depository at one of its addresses set forth below:

The Depository for the Offer is:

CHEMICAL BANK

By Mail:
Chemical Bank
Reorganization Department
P.O. Box 3085
G.P.O. Station
New York, New York
10116-3085

By Facsimile
Transmission:
(for Eligible
Institutions only)
(212) 629-8015
(212) 629-8016

Confirm by Telephone:
(212) 613-7137

By Hand or Overnight Delivery:
Chemical Bank
55 Water Street
Second Floor--Room 234
New York, New York 10041
Attention:
Reorganization Department

Any questions or requests for assistance may be directed to the Information Agent or Dealer Manager at their respective addresses and telephone numbers set forth below. Requests for additional copies of the Offer to Purchase, this Supplement and the Letter of Transmittal may be directed to the Information Agent, the Dealer Manager or the Depository. Stockholders may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

The Information Agent for the Offer is:

[LOGO OF GEORGESON & COMPANY INC.]

Wall Street Plaza New York, New York 10005 (212) 509-6240 (Collect) (800) 223-2064 (Toll Free)

Banks and Brokers call (212) 440-9800

The Dealer Manager for the Offer is:

SALOMON BROTHERS INC
Seven World Trade Center
New York, New York 10048
(212) 783-7769
(Call Collect)

LETTER OF TRANSMITTAL
TO TENDER SHARES OF COMMON STOCK
(Including the Associated Rights)
OF
GRUMMAN CORPORATION
AT

\$62.00 NET PER SHARE
PURSUANT TO THE OFFER TO PURCHASE DATED MARCH 14, 1994

AND THE SUPPLEMENT THERETO DATED APRIL 5, 1994
OF
NORTHROP ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY OF
NORTHROP CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON APRIL 15, 1994, UNLESS EXTENDED.

The Depositary for the Offer is:

CHEMICAL BANK

By Mail:	By Facsimile	By Hand or Overnight Delivery:
Chemical Bank	Transmission:	Chemical Bank
Reorganization Department	(for Eligible	55 Water Street
P.O. Box 3085	Institutions only)	Second Floor--Room 234
G.P.O. Station	(212) 629-8015	New York, New York 10041
New York, New York	(212) 629-8016	Attention:
10116-3085	Confirm by Telephone:	Reorganization Department
	(212) 613-7137	

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN ONE LISTED ABOVE DOES NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery is to be made by book-entry transfer to the account maintained by the Depositary at The Depositary Trust Company, the Midwest Securities Trust Company, or the Philadelphia Depositary Trust Company (individually, a "Book-Entry Transfer Facility" and collectively, the "Book-Entry Transfer Facilities") pursuant to the procedures set forth in Section 2 of the Offer to Purchase. Stockholders whose certificates are not immediately available or who cannot deliver their certificates or deliver confirmation of the book-entry transfer of their Shares (as defined below) into the Depositary's account at a Book-Entry Transfer Facility ("Book-Entry Confirmation") and all other documents required hereby to the Depositary on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 2 of the Offer to Purchase. See Instruction 2. Delivery of documents to a Book-Entry Transfer Facility does not constitute delivery to the Depositary.

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____
 Check box of Book-Entry Transfer Facility:
 The Depository Trust Company
 Midwest Securities Trust Company
 Philadelphia Depository Trust Company

Account Number _____

Transaction Code Number _____

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Owner(s): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution that Guaranteed Delivery: _____
 If Delivered by Book-Entry Transfer, Check box of Book-Entry Transfer Facility:
 The Depository Trust Company
 Midwest Securities Trust Company
 Philadelphia Depository Trust Company

Account Number _____

Transaction Code Number _____

 DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK)	CERTIFICATE(S) TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)	NUMBER OF SHARES TENDERED**
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	TOTAL SHARES	-----	-----

* Need not be completed by stockholders tendering by book-entry transfer.
 ** Unless otherwise indicated, it will be assumed that all Shares being delivered to the Depository are being tendered. See Instruction 4.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
 PLEASE READ CAREFULLY THE ACCOMPANYING INSTRUCTIONS.

GENTLEMEN AND LADIES:

The undersigned hereby tenders to Northrop Acquisition, Inc. ("Purchaser"), a wholly owned subsidiary of Northrop Corporation, a Delaware corporation, the above described shares of Common Stock, par value \$1.00 per share (the "Common Stock"), of Grumman Corporation, a New York corporation (the "Company"), and the associated Rights, as defined in the Offer to Purchase (collectively, the "Shares"), pursuant to Purchaser's offer to purchase all of the outstanding Shares upon the terms and subject to the conditions set forth in the Offer to Purchase, dated March 14, 1994 (the "Offer to Purchase"), the Supplement thereto dated April 5, 1994 (the "Supplement") and the related Letters of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, at the purchase price of \$62.00 per Share, net to the tendering stockholder in cash.

Subject to, and effective upon, acceptance for payment of the Shares tendered

herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby sells, assigns, and transfers to, or upon the

order of, Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 10, 1994) and irrevocably constitutes and appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any such other Shares or securities) with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates for such Shares (and any such other Shares or securities), or transfer ownership of such Shares (and any such other Shares or securities) on the account books maintained by a Book-Entry Transfer Facility, together in either such case with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser upon receipt by the Depository, as the undersigned's agent, of the purchase price (adjusted, if appropriate, as provided in the Offer to Purchase), (b) present such Shares (and any such other Shares or securities) for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any such other Shares or securities), including receipt of the redemption price of \$.01 per Right upon any redemption of the Rights, all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints Richard R. Molleur and Sheila M. Gibbons and each of them the attorneys and proxies of the undersigned, each with full power of substitution, to vote in such manner as each such attorney and proxy or his substitute shall in his sole discretion deem proper, and otherwise act (including pursuant to written consent) with respect to all the Shares tendered hereby which have been accepted for payment by Purchaser prior to the time of such vote or action (and any and all other Shares or securities issued or issuable in respect thereof on or after March 10, 1994), which the undersigned is entitled to vote at any meeting of stockholders (whether annual or special and whether or not an adjourned meeting) of the Company, or consent in lieu of any such meeting, or otherwise. This proxy is coupled with an interest in the Company and in the Shares and is irrevocable and is granted in consideration of, and is effective upon, the deposit by Purchaser with the Depository of the purchase price for such Shares in accordance with the terms of the Offer. Such acceptance for payment shall revoke all prior proxies granted by the undersigned at any time with respect to such Shares (and any such other Shares or other securities) and no subsequent proxies will be given (and if given will be deemed not to be effective) with respect thereto by the undersigned.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 10, 1994) and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depository or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all such other Shares or other securities).

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 2 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price and/or any certificates for Shares not tendered or accepted for payment in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any certificates for Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature. In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or any certificates for Shares not tendered or accepted for payment in the name of, and deliver said check and/or return such certificates to the person or persons so indicated. Stockholders delivering Shares by book-entry transfer may request that any Shares not accepted for payment be returned by crediting such account maintained at a Book-Entry Transfer Facility as such

stockholder may designate by making an appropriate entry under "Special Payment Instructions." The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if certificates for Shares not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry which are not purchased are to be returned by credit to an account maintained at a Book-Entry Transfer Facility other than that designated above.

Issue check and/or certificate to:

Name _____
(Please Print)

Address _____

(Include Zip Code)

(Tax Identification or Social Security Number)

- Credit unpurchased Shares delivered by book-entry transfer to the Book-Entry Transfer Facility account set forth below. Check appropriate box.
- The Depository Trust Company
- Midwest Securities Trust Company
- Philadelphia Depository Trust Company

(Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if certificates for Shares not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be sent to someone other than the undersigned, or to the undersigned at an address other than that shown above.

Issue check and/or certificate to:

Name _____
(Please Print)

Address _____

(Include Zip Code)

(Tax Identification or Social Security Number)

(See Substitute Form W-9 on Reverse Side)

SIGN HERE

(COMPLETE SUBSTITUTE FORM W-9 ON REVERSE)

.....
.....
SIGNATURE(S) OF OWNER(S)

Dated:, 1994
(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, agents, officers of corporations or others acting in a fiduciary or representative capacity, please provide the following information. See Instruction 5.)

Name(s).....
.....
(PLEASE PRINT)

Capacity (full title).....

Address.....
.....
(INCLUDE ZIP CODE)

Area Code and Telephone Number.....

Tax Identification or
Social Security No.....
(COMPLETE SUBSTITUTE FORM W-9 ON REVERSE)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 5)

Authorized Signature.....
Name.....
(PLEASE PRINT)

Title.....

Name of Firm.....

Address.....
.....
(INCLUDE ZIP CODE)

Area Code and Telephone Number.....

Dated:, 1994

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. **GUARANTEE OF SIGNATURES.** No signature guarantee on this Letter of Transmittal is required (i) if this Letter of Transmittal is signed by the registered holder of the Shares (which term, for purposes of this document, shall include any participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith, unless such holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the reverse hereof, or (ii) if such Shares are tendered for the account of a member firm of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc. or by a commercial bank or trust company having an office, branch or agency in the United States (collectively, "Eligible Institutions"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. **DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES.** This Letter of Transmittal is to be completed by stockholders either if certificates are to be forwarded herewith or if tenders of Shares are to be made pursuant to the procedures for delivery by book-entry transfer set forth in Section 2 of the Offer to Purchase. Certificates for all physically tendered Shares, or any Book-Entry Confirmation of Shares, as the case may be, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof), unless an Agent's Message (as defined in the Offer to Purchase) is utilized, and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth herein on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Stockholders whose certificates for Shares are not immediately available or who cannot deliver their certificates and all other required documents to the Depository on or prior to the Expiration Date may tender their Shares by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 2 of the Offer to Purchase. Pursuant to such procedure, (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, must be received by the Depository prior to the Expiration Date, and (iii) the certificates for all physically tendered Shares or Book-Entry Confirmation of Shares, as the case may be, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), unless an Agent's Message (as defined in the Offer to Purchase) is utilized, and any other documents required by this Letter of Transmittal, must be received by the Depository within five New York Stock Exchange, Inc. trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 2 of the Offer to Purchase.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE CERTIFICATE FOR SHARES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH A BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER AND, EXCEPT AS OTHERWISE PROVIDED IN THIS INSTRUCTION 2, THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO INSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. **INADEQUATE SPACE.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate signed schedule attached hereto.

4. **PARTIAL TENDERS.** (Not applicable to stockholders who tender by book-entry transfer.) If fewer than all the Shares evidenced by any certificate submitted are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, new certificate(s) for the remainder of the Shares that were evidenced by your old certificate(s) will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. **SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS.** If this Letter of Transmittal is signed by the registered holder(s) of the Shares

tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any certificates or stock powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of such person's authority so to act must be submitted.

When this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of certificates or separate stock powers are required unless payment or certificates for Shares not tendered or purchased are to be issued to a person other than the registered owner(s). Signatures on such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Shares listed, the certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the certificates. Signatures on such certificates or stock powers must be guaranteed by an Eligible Institution.

6. STOCK TRANSFER TAXES. Except as set forth in this Instruction 6, Purchaser will pay or cause to be paid any stock transfer taxes with respect to the transfer and sale of purchased Shares to it or its order pursuant to the Offer. If payment of the purchase price is to be made to, or if certificates for Shares not tendered or purchased are to be registered in the name of, any person other than the registered holder, or if tendered certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check and/or certificates for unpurchased Shares are to be issued in the name of a person other than the signer of this Letter of Transmittal or if a check is to be sent and/or such certificates are to be returned to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account maintained at a Book-Entry Transfer Facility as such stockholder may designate hereon. If no such instructions are given, such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for assistance may be directed to, or additional copies of the Offer to Purchase, the Supplement thereto and this Letter of Transmittal may be obtained from, the Information Agent or the Dealer Manager at their respective addresses set forth below or from your broker, dealer, commercial bank or trust company.

9. WAIVER OF CONDITIONS. The conditions of the Offer may be waived by Purchaser, in whole or in part, at any time and from time to time in Purchaser's sole discretion, in the case of any Shares tendered.

10. SUBSTITUTE FORM W-9. The tendering stockholder is required to provide the Depository with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify whether the stockholder is subject to backup withholding of Federal income tax. If a tendering stockholder is subject to backup withholding, the stockholder must cross out item (2) of the Certification box of the Substitute Form W-9. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to 31% Federal income tax withholding on the payment of the purchase price. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, he or she should write "Applied For" in the space provided for the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depository is not provided with a TIN within 60 days, the Depository will withhold 31% on all payments of the purchase price until a TIN is provided to the Depository.

11. LOST, DESTROYED OR STOLEN CERTIFICATES. If any certificate(s) representing Shares or Rights has been lost, destroyed or stolen, the stockholder should promptly notify the Depository. The stockholder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A FACSIMILE THEREOF), TOGETHER WITH CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED

DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY, OR THE NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY, ON OR PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under Federal income tax law, a stockholder whose tendered Shares are accepted for payment is required to provide the Depository with such stockholder's correct TIN on Substitute Form W-9 below. If such stockholder is an individual, the TIN is his social security number. If a tendering stockholder is subject to backup withholding, he must cross out item (2) of the Certification box on the Substitute Form W-9. If the Depository is not provided with the correct TIN, the stockholder may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Such statements may be obtained from the Depository. Exempt stockholders, other than foreign individuals, should furnish their TIN, write "Exempt" on the face of the Substitute Form W-9 below and sign, date and return the Substitute Form W-9 to the Depository. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depository is required to withhold 31% of any payments made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments that are made to stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depository of his correct TIN by completing the form below certifying that the TIN provided on the Substitute Form W-9 is correct (or that such stockholder is awaiting a TIN).

WHAT NUMBER TO GIVE THE DEPOSITARY

The stockholder is required to give the Depository the social security number or employer identification number of the record owner of the Shares. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidelines on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, he should write "Applied For" in the space provided for in the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depository is not provided with a TIN within 60 days, the Depository will withhold 31% on all payments of the purchase price until a TIN is provided to the Depository.

PAYER'S NAME: CHEMICAL BANK

SUBSTITUTE FORM W-9

Department of the Treasury
Internal Revenue Service

Payer's Request for Taxpayer
Identification Number (TIN)

PART I--PLEASE PROVIDE YOUR TIN IN THE BOX AT
RIGHT AND CERTIFY BY SIGNING AND
DATING BELOW.

SOCIAL SECURITY NUMBER

OR _____
EMPLOYER IDENTIFICATION NUMBER
(If awaiting TIN write "Applied For")

PART II--For Payees exempt from backup withholding, see the enclosed Guidelines
for Certification of Taxpayer Identification Number on Substitute Form W-9 and
complete as instructed therein.

CERTIFICATION--Under the penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or a Taxpayer Identification Number has not been issued to me) and either (a) I have mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service ("IRS") or Social Security Administration office or (b) I intend to mail or deliver an application in the near future. (I understand that if I do not provide a Taxpayer Identification Number within (60) days, 31% of all reportable payments made to me thereafter will be withheld until I provide a number); and
- (2) I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

CERTIFICATION INSTRUCTIONS--You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines.)

SIGNATURE _____ DATE _____ 1994

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

The Information Agent for the Offer is:

[LOGO OF GEORGESON & COMPANY INC.]

Wall Street Plaza
New York, New York 10005
(212) 509-6240 (Collect)
(800) 223-2064 (Toll Free)

Banks and Brokers call
(212) 440-9800

The Dealer Manager for the Offer is:

SALOMON BROTHERS INC
Seven World Trade Center

New York, New York 10048

(212) 783-7769

(Call Collect)

[Salomon Brothers Inc Letterhead]

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(Including the Associated Rights)
OF
GRUMMAN CORPORATION
AT

\$62.00 NET PER SHARE
BY
NORTHROP ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY OF
NORTHROP CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY
TIME, ON FRIDAY, APRIL 15, 1994, UNLESS EXTENDED.

April 5, 1994

To Brokers, Dealers, Commercial Banks,
Trust Companies And Other Nominees:

We have been engaged to act as Dealer Manager in connection with the offer by Northrop Acquisition, Inc. ("Purchaser"), a wholly owned subsidiary of Northrop Corporation, a Delaware corporation ("Northrop"), to purchase all of the outstanding shares of Common Stock, par value \$1.00 per share (including the Rights, as defined in the Offer to Purchase) (collectively, the "Shares"), of Grumman Corporation, a New York corporation (the "Company"), at \$62.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated March 14, 1994, the Supplement thereto dated April 5, 1994 and the related Letters of Transmittal (which together constitute the "Offer").

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED IMMEDIATELY PRIOR TO THE EXPIRATION OF THE OFFER, AND NOT WITHDRAWN, SHARES REPRESENTING TWO-THIRDS OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS AT THAT DATE.

Enclosed herewith are copies of the following documents:

1. Supplement dated April 5, 1994 to the Offer to Purchase;
2. Letter of Transmittal to be used by stockholders of the Company in accepting the Offer;
3. Letter which may be sent to your clients for whose account you hold Shares in your name or in the name of your nominees, with space provided for obtaining such clients' instructions with regard to the Offer;

4. Notice of Guaranteed Delivery to be used to accept the Offer if certificates for Shares are not immediately available or time will not permit all required documents to reach the Depository prior to the Expiration Date (as defined in the Offer to Purchase) or if the procedures for book-entry transfer cannot be completed on a timely basis;

5. Notice of Withdrawal of Shares tendered pursuant to the offer of MMC Acquisition Corp.;

6. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9; and

7. Return envelope addressed to Chemical Bank, as Depository.

Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Dealer Manager, the Depository and the Information Agent as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. However, Purchaser will reimburse you for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your clients.

Purchaser will pay or cause to be paid any transfer taxes payable on the transfer of Shares to it, except as otherwise provided in Instruction 6 of the enclosed Letter of Transmittal.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, APRIL 15, 1994, UNLESS EXTENDED.

In order to take advantage of the Offer, a duly executed and properly completed Letter of Transmittal and any other required documents should be sent to the Depository and certificates representing the tendered Shares should be delivered, or such Shares should be tendered by book-entry transfer, all in accordance with the Instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If holders of Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents prior to the expiration of the Offer, a tender may be effected by following the guaranteed delivery procedures specified under Section 2, "Procedure for Tendering Shares" in the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to Salomon Brothers Inc or Georgeson & Company Inc. at their respective addresses and telephone numbers set forth on the back cover page of the Offer to Purchase and the Supplement thereto.

Additional copies of the enclosed materials may be obtained from the undersigned, Salomon Brothers Inc, telephone (212) 783-7769, or by calling the Information Agent, Georgeson & Company Inc., at (800) 223-2064.

Very truly yours,

SALOMON BROTHERS INC

Enclosures

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF PURCHASER, NORTHROP, THE DEPOSITARY, THE INFORMATION AGENT OR THE DEALER MANAGER OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(Including the Associated Rights)
OF
GRUMMAN CORPORATION
AT

\$62.00 NET PER SHARE
BY
NORTHROP ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY OF
NORTHROP CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY
TIME, ON FRIDAY, APRIL 15, 1994, UNLESS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Supplement dated April 5, 1994 to the Offer to Purchase dated March 14, 1994 and the related Letter of Transmittal (which together constitute the "Offer") relating to an offer by Northrop Acquisition, Inc., ("Purchaser"), a wholly owned subsidiary of Northrop Corporation, a Delaware corporation, to purchase for cash all of the outstanding shares of Common Stock, par value \$1.00 per share (including the Rights, as defined in the Offer to Purchase) (collectively, the "Shares"), of Grumman Corporation, a New York corporation (the "Company"), at a purchase price of \$62.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer. We are the holder of record of Shares held by us for your account. A tender for such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares.

We request instructions as to whether you wish to tender any or all of such Shares held by us for your account, pursuant to the terms and conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Your attention is invited to the following:

1. The tender price is \$62.00 per Share, net to the seller in cash.
2. The Offer and withdrawal rights will expire at 12:00 Midnight, New York time, on Friday, April 15, 1994, unless extended.
3. THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED IMMEDIATELY PRIOR TO THE EXPIRATION OF THE OFFER, AND NOT WITHDRAWN, SHARES REPRESENTING TWO-THIRDS OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS AT THAT DATE.
4. Stockholders who tender Shares will not be obligated to pay brokerage commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, please complete, sign and return the form set forth on the reverse side of this letter. Your instructions to us should be forwarded in ample time to permit us to submit a tender on your behalf prior to the expiration of the Offer.

INSTRUCTIONS WITH RESPECT TO THE OFFER
TO PURCHASE SHARES OF COMMON STOCK
(Including the Associated Rights)
OF
GRUMMAN CORPORATION
AT

\$62.00 NET PER SHARE
BY
NORTHROP ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY OF
NORTHROP CORPORATION

The undersigned acknowledge(s) receipt of your letter, the Offer to Purchase dated March 14, 1994 (the "Offer to Purchase"), the Supplement thereto dated April 5, 1994 and the related Letters of Transmittal, in connection with the Offer by Northrop Acquisition, Inc. (the "Purchaser") to purchase all outstanding shares of Common Stock, par value \$1.00 per share (including the associated Rights, as defined in the Offer to Purchase) (collectively, the "Shares"), of Grumman Corporation.

This will instruct you to tender to the Purchaser the number of Shares indicated below held by you for the account of the undersigned, on the terms and subject to the conditions set forth in the Offer to Purchase and Letters of Transmittal.

SIGN HERE

NUMBER OF SHARES TO BE TENDERED:*

_____ SHARES

Signature(s)

Account Number: _____

Please print name(s) and address(es)
here

Dated: _____, 1994

Tax Identification or Social
Security Number

- - - - -

* Unless otherwise indicated, it will be assumed that all of your Shares held by us for your account are to be tendered.

NOTICE OF GUARANTEED DELIVERY
FOR
TENDER OF SHARES OF COMMON STOCK
(Including the Associated Rights)
OF
GRUMMAN CORPORATION
TO
NORTHROP ACQUISITION, INC.

This form, or one substantially equivalent hereto, must be used to accept the Offer (as defined below) if certificates representing shares of Common Stock, par value \$1.00 per share (including the associated Rights, as defined in the Offer to Purchase) (collectively, the "Shares"), of Grumman Corporation, a New York corporation, are not immediately available, if the procedure for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach the Depository prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Such form may be delivered by hand or transmitted by facsimile transmission or mail to the Depository. See Section 2 of the Offer to Purchase.

The Depository for the Offer is:

CHEMICAL BANK

By Mail:	By Facsimile	By Hand or Overnight Delivery:
Chemical Bank	Transmission:	Chemical Bank
Reorganization Department	(for Eligible	55 Water Street
P.O. Box 3085	Institutions only)	Second Floor--Room 234
G.P.O. Station	(212) 629-8015	New York, New York 10041
New York, New York	(212) 629-8016	Attention
10116-3085	Confirm by Telephone:	Reorganization Department
	(212) 613-7137	

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

The undersigned hereby tenders to Northrop Acquisition, Inc., a wholly owned subsidiary of Northrop Corporation, a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 14, 1994, the Supplement thereto dated April 5, 1994 and the related Letters of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, Shares pursuant to the guaranteed delivery procedures set forth in Section 2 of the Offer to Purchase.

Certificate No(s).
(if available) _____

Name(s) of Record Holder(s) _____

Please Type or Print

Check ONE box if Shares will be
tendered by book-entry transfer:

Address _____

The Depository Trust Company

Zip Code

Midwest Securities Trust Company

Area Code and Tel. No. _____

Philadelphia Depository Trust Company

Signature(s) _____

Account Number _____

Dated _____ 1994

GUARANTEE

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office, branch or agency in the United States, (a) represents that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 10b-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (b) represents that such tender of Shares complies with Rule 10b-4 under the Exchange Act, (c) guarantees delivery to the Depository, at one of its addresses set forth above, of certificates representing the Shares tendered hereby in proper form for transfer, or confirmation of book-entry transfer of such Shares into the Depository's accounts at The Depository Trust Company, the Midwest Securities Trust Company or the Philadelphia Depository Trust Company, in each case with delivery of a properly completed and duly executed Letter of Transmittal (or facsimile thereof), and any other required documents, within five New York Stock Exchange, Inc. trading days after the date hereof.

Name of Firm

Authorized Signature

Address

Title

Zip Code

Name _____

Please Type or Print

Area Code and Tel. No. _____

Date _____ 1994

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE.
CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

WITHDRAWAL OF SHARES OF COMMON STOCK
OF
GRUMMAN CORPORATION
TENDERED PURSUANT TO THE OFFER OF PURCHASE OF
MMC ACQUISITION CORP.
A WHOLLY OWNED SUBSIDIARY OF
MARTIN MARIETTA CORPORATION

To Holders of Common Stock of Grumman Corporation
Who Have Tendered Shares Pursuant to the Offer of
MMC Acquisition Corp., a wholly owned subsidiary
of Martin Marietta Corporation:

Section 4 of the Offer to Purchase dated March 8, 1994 (the "Marietta Offer") of MMC Acquisition Corp. ("Acquisition Corp."), a wholly owned subsidiary of Martin Marietta Corporation, offering to purchase shares of common stock, par value \$1.00 per share (the "Common Stock"), of Grumman Corporation (the "Company"), and the associated preferred stock purchase rights (the "Rights," and together with the Common Stock, the "Shares"), sets forth the applicable procedures whereby Shares that have been tendered pursuant to the Marietta Offer may properly be withdrawn.

Section 4 of the Offer provides in relevant part as follows:

"To be effective, a written, telegraphic, telex or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn and the number of Shares to be withdrawn and the name of the registered holder of the Shares, if different from that of the person who tendered such Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution) signatures guaranteed by an Eligible Institution must be submitted prior to the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering shareholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at one of the Book-Entry Transfer Facilities to be credited with the withdrawn Shares."

In connection with the offer to purchase the Shares by Northrop Acquisition, Inc. (the "Purchaser"), a wholly owned subsidiary of Northrop Corporation, a Delaware corporation, described in the Purchaser's Offer to Purchase dated March 14, 1994, the Supplement thereto dated April 5, 1994 and the related Letters of Transmittal (which collectively constitute the "Purchaser's Offer"), the Purchaser, for the convenience of holders of Shares, has provided on the attached page a form of "Notice of Withdrawal" which, if properly completed and delivered to First Chicago Trust Company of New York, New York, New York ("First Chicago"), the Depositary for the Marietta Offer, will enable holders of Shares properly to withdraw Shares tendered pursuant to the Marietta Offer. Such form, a facsimile thereof or any other proper notice of withdrawal may be delivered by hand or sent by telegraphic, telex, facsimile transmission or letter to First Chicago.

Shares held by First Chicago under the Marietta Offer must first be withdrawn before they can be tendered pursuant to the Purchaser's Offer. Stockholders who desire assistance in withdrawing the Shares tendered pursuant to the Marietta Offer may contact the Information Agent for the Purchaser's Offer at its address and telephone numbers set forth below.

Copies of the Purchaser's Offer dated March 14, 1994, the Supplement thereto dated April 5, 1994 and related Letter of Transmittal are also available from the Information Agent. Upon proper withdrawal of Shares from the Marietta Offer, Shares may be tendered pursuant to the Purchaser's Offer, which will expire at 12:00 Midnight, New York City time, on Friday, April 15, 1994, unless extended.

The Information Agent for the Purchaser's Offer is:

[LOGO OF GEORGESON & COMPANY INC.]

Wall Street Plaza
New York, New York 10005
(212) 509-6240 (Collect)
(800) 223-2064 (Toll Free)

Banks and Brokers call
(212) 440-9800

The Dealer Manager for the Purchaser's Offer is:

SALOMON BROTHERS INC
Seven World Trade Center
New York, New York 10048
(212) 783-7769
(Call Collect)

STOCKHOLDER SIGN HERE

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents previously transmitted or transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title of such person.)

Signature(s) of Owner(s)

Dated _____

Name(s) _____
Please Print

Capacity (full title) _____

Address _____

(Including Zip Code)

(Area Code and Tel. No.) _____

SIGNATURE GUARANTEE

(REQUIRED IF CERTIFICATES HAVE BEEN DELIVERED OR OTHERWISE IDENTIFIED TO FIRST CHICAGO TRUST COMPANY OF NEW YORK, NEW YORK, NEW YORK)

Authorized Signature _____

Name _____

Title _____

Address _____

Name of Firm _____

(Area Code and Tel. No.) _____

Dated: _____

CONFIDENTIAL
By hand delivery

April 3, 1994

Board of Directors
Grumman Corporation

Gentlemen and Mrs. Benson:

This is to confirm our conversation today, in which we advised that Northrop Corporation and Northrop Acquisition, Inc. are prepared to enter into an Agreement and Plan of Merger with Grumman Corporation, with the price therein increased to \$62 per share of Grumman common stock. The form of such agreement shall be as previously furnished to you and referred to in our letter of March 31, 1994.

This offer is presented with the understanding that it will be presented to the Grumman Board of Directors at a meeting scheduled for 8:00 p.m. Eastern Time on this date. This offer is expressly conditioned upon Grumman's execution of the Agreement and Plan of Merger no later than 10:00 p.m., Eastern Time, tonight.

This offer was approved by the Directors of Northrop at a special meeting held earlier this evening.

Sincerely,

/s/ RICHARD B. WAUGH, JR.

Richard B. Waugh, Jr.
Corporate Vice President and
Chief Financial Officer