As filed with the Securities and Exchange Commission on May 23, 2001
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Northrop Grumman Systems Corporation
(formerly Northrop Grumman Corporation)
Northrop Grumman Corporation (formerly NNG, Inc.)
Litton Industries, Inc.
(Exact names of registrants as specified in their charters)

		95-1055798
		95-4840775
Delaware	3812	95-1775499
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Identification Numbers)

Northrop Grumman Corporation
1840 Century Park East
Los Angeles, California 90067
(310) 553-6262
(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

W. Burks Terry
Corporate Vice President and General Counsel
Northrop Grumman Corporation
Northrop Grumman Systems Corporation
Litton Industries, Inc.
1840 Century Park East
Los Angeles, California 90067
(310) 553-6262
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies To:
John D. Hussey, Esquire
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 48th Floor
Los Angeles, California 90071
(213) 620-1780

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. [_]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the commission, acting pursuant to said Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
7 1/8% Exchange Notes due 2011(2).....	$ 750,000,000	100%	$ 750,000,000	$187,500
7 3/4% Exchange Debentures due 2031(3).....	$ 750,000,000	100%	$ 750,000,000	$187,500
Guarantees of Northrop Grumman Corporation and Litton Industries, Inc. with respect to the Exchange Notes and Exchange Debentures(4).....	(5)			
TOTAL.....	$1,500,000,000	100%	$1,500,000,000	$375,000(6)

(1) Based on the book value of the securities as of the latest practicable date pursuant to Rule 457(f)(2) under the Securities Act of 1933.

(2) The 7 1/8% Exchange Notes due 2011 being registered hereby are being offered by us in exchange for our 7 1/8% Notes due 2011.

(3) The 7 3/4% Exchange Debentures due 2031 being registered hereby are being offered by us in exchange for our 7 3/4% Debentures due 2031.

(4) The obligations of Northrop Grumman Systems Corporation under the Exchange Notes and Exchange Debentures registered hereunder will be fully and unconditionally guaranteed by Northrop Grumman Corporation and Litton Industries, Inc. as described in the registration statement.

(5) Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees of the Exchange Notes and Exchange Debentures being registered.

(6) Pursuant to Rule 457(p) under the Securities Act, $375,000 of the filing fee paid with respect to Registration Statement #333-78251 initially filed by registrant Northrop Grumman Systems Corporation (formerly Northrop Grumman Corporation) on May 11, 1999 is offset against the currently due filing fee. No securities have been offered or sold pursuant to Registration Statement #333-78251.

SUBJECT TO COMPLETION, DATED , 2001

PRELIMINARY PROSPECTUS

NORTHROP GRUMMAN SYSTEMS CORPORATION
(formerly Northrop Grumman Corporation)

OFFER TO EXCHANGE ITS

7 1/8 EXCHANGE NOTES DUE 2011 FOR ITS OUTSTANDING 7 1/8 NOTES DUE 2011

7 3/4% EXCHANGE DEBENTURES DUE 2031 FOR ITS OUTSTANDING 7 3/4% DEBENTURES DUE 2031

THE EXCHANGE NOTES AND EXCHANGE DEBENTURES TO BE UNCONDITIONALLY GUARANTEED BY

NORTHROP GRUMMAN CORPORATION
(formerly NNG, Inc.)
and
LITTON INDUSTRIES, INC.

The Exchange Securities:

- We hereby offer up to $750 million aggregate principal amount of our 7 1/8 Exchange Notes due 2011 in exchange for an equal aggregate principal amount of our outstanding 7 1/8 Notes due 2011, and up to $750 million aggregate principal amount of our 7 3/4% Exchange Debentures due 2031 in exchange for an equal aggregate principal amount of our outstanding 7 3/4% Debentures due 2031.

- The terms of the Exchange Notes and Exchange Debentures are substantially identical to the terms of the Outstanding Notes and Debentures for which they are to be exchanged, except that the Exchange Notes and Debentures will be free of restrictive legends and registration rights.

- The Exchange Notes and Exchange Debentures are direct senior unsecured obligations and are equal in right of payment to any other existing and future senior unsecured obligations of Northrop Grumman Systems Corporation.

The Exchange Offer:

- The exchange offer will expire at 5:00 p.m., New York City time on , 2001 unless extended by us.

- The exchange offer is subject to conditions, which we may waive.

- You may withdraw your tender of Outstanding Notes or Debentures at any time before the expiration of the exchange offer.

- All Outstanding Notes and Debentures that are validly tendered and not validly withdrawn will be exchanged for an equal principal amount of Exchange Notes and Exchange Debentures that are registered under the Securities Act of 1933.

- We will not receive any cash proceeds from the exchange offer.

The Outstanding Notes and Debentures listed above are referred to collectively in this prospectus as the Outstanding Securities. The Exchange Notes and Exchange Debentures we are offering in the exchange for the Outstanding Securities are referred to collectively in this prospectus as the Exchange Securities. The Exchange Securities and the Outstanding Securities are referred to collectively in this prospectus as the Securities.

Each broker-dealer that receives Exchange Securities for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those Exchange Securities. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Outstanding Securities where such Outstanding Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The issuers have agreed that, for a period of 180 days after the expiration date of the exchange offer, it will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2001

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SUMMARY

This summary highlights certain information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before exchanging the Outstanding Securities for the Exchange Securities. References to "Northrop Systems" refer to Northrop Grumman Systems Corporation, formerly Northrop Grumman Corporation; references to "Northrop Grumman" refer to Northrop Grumman Corporation, formerly NNG, Inc.; references to "Litton" refer to Litton Industries, Inc. Unless the context requires otherwise, references to "we," "us" or "our" refer collectively to Northrop Grumman and its subsidiaries.

The Companies

Northrop Grumman

We are a leading global aerospace and defense company providing products and services in defense and commercial electronics, systems integration, information technology and non-nuclear shipbuilding and systems. Northrop Grumman is a holding company formed in connection with the Litton acquisition. Northrop Systems is a wholly-owned subsidiary of Northrop Grumman. Litton is a 97% owned subsidiary of Northrop Grumman.

Northrop Systems

Northrop Systems is a leading defense electronics, systems integration and information technology company with strong capabilities in military aircraft systems and modifications and marine systems. As a prime contractor, principal subcontractor, partner, or preferred supplier, Northrop Systems participates in many high-priority defense and commercial programs in the United States and abroad.

Northrop Systems is aligned into three business sectors as follows:

The Integrated Systems Sector (ISS) is a leader in design, development and production of airborne early warning, electronic warfare and surveillance and battlefield management systems. ISS is the prime contractor for the Joint STARS advanced airborne targeting and battle management system and the U.S. Air Force's B-2 Spirit stealth bomber. ISS has a principal role in producing the U.S. Navy's F/A-18 Hornet strike fighter, unmanned vehicles including The Global Hawk, and the EA-6B Prowler electronic countermeasures aircraft, and is upgrading the E-2C Hawkeye early warning aircraft.

The Electronic Sensors and Systems Sector (ES/3/) designs and manufactures a wide variety of defense electronics and systems, airspace management systems, precision weapons, marine systems, logistics systems, space systems, and automation and information systems. Significant programs include fire control radars for the F-16 and F-22 fighter aircraft and the Longbow Apache helicopter, the AWACS airborne early warning radar, the Joint STARS air-to-ground surveillance radar sensor, the Longbow Hellfire missile and the BAT "brilliant" antiarmor submunition. ES3 also provides tactical military radars and country-wide air defense systems, plus airborne electronic countermeasures systems intended to jam enemy aircraft and weapons systems.

Logicon, Inc. is a leader in advanced information technologies, systems and services. Logicon has extensive expertise in command, control, communications, computers, intelligence, surveillance and reconnaissance (C4ISR). It is a key management support element for major weapons systems, such as the U.S. Navy's AEGIS class destroyer and also provides mission planning for the U.S. Navy, Air Force and Special Operations Command. Logicon provides base operations support for NASA's Kennedy Space Center, Cape Canaveral Air Station and Patrick Air Force Base, among others. In addition, Logicon provides information technology services to commercial customers and to the other Northrop Systems sectors.

Litton

Litton designs, builds and overhauls non-nuclear surface ships and is a provider of defense and commercial electronics technology, components and materials for government and commercial customers world wide. In addition, Litton is a prime contractor to the U.S. Government for information technology services and provides specialized information technology services to commercial customers and governments in local and foreign jurisdictions.

The principal executive offices of Northrop Grumman, Northrop Systems and Litton are located at 1840 Century Park East, Los Angeles, California 90067 and their telephone number is (310) 553-6262.

The Litton Acquisition

On April 3, 2001, pursuant to the Offer to Purchase or Exchange all outstanding shares of the Common Stock and Preferred Stock of Litton made by Northrop Grumman, we purchased approximately 97.3% of the outstanding shares of common stock of Litton and approximately 58.6% of the preferred stock of Litton. The offer was made pursuant to an Amended and Restated Agreement and Plan of Merger dated as of January 23, 2001 among Northrop Systems, Litton, Northrop Grumman and LII Acquisition Corp. Pursuant to the plan of merger, a subsidiary of Northrop Grumman will be merged into Litton and the remaining holders of common shares of Litton will receive $80.00 in cash per common share. Subsequently, another newly-organized subsidiary of Northrop Grumman will be merged into Litton in a short-form merger and the remaining holders of preferred shares will receive $35.00 in cash per preferred share. The value of the Litton acquisition, when completed, is expected to be approximately $5.3 billion, which includes the assumption of Litton's approximately $1.4 billion in net debt. We refer to these transactions as the Litton acquisition.

Summary of the Exchange Offer

The Exchange Offer..... In the exchange offer, Northrop Systems will issue:

- up to $750 million aggregate principal amount of 7 1/8% Exchange Notes due 2011 in exchange for an equal aggregate principal amount of outstanding 7 1/8% Notes due 2011; and
- up to $750 million aggregate principal amount of 7 3/4% Exchange Debentures due 2031 in exchange for an equal aggregate principal amount of outstanding 7 3/4% Debentures due 2031;

which Exchange Notes and Exchange Debentures will be guaranteed by Northrop Grumman and Litton.

Resale..... Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties, we believe that, after issuance, the Exchange Securities may be offered for resale, resold and otherwise transferred by you (unless you are a broker-dealer as discussed below) without compliance with the registration and prospectus delivery provisions of the Securities Act. The Outstanding Securities, however, must have been acquired by you in the ordinary course of your business and you must have no arrangement or understanding with any person to participate in the distribution of the Exchange Securities.

Each broker-dealer that receives Exchange Securities issued in this exchange offer for its own account in exchange for Outstanding

	Securities that were acquired as a result of market-making or other trading activity must follow the procedures set forth in the section of this prospectus called "Plan of Distribution." The exchange offer is not being made to, nor will tenders be accepted from, holders of Outstanding Securities in any jurisdiction in which this exchange offer would not be in compliance with the securities laws of such jurisdiction.
Expiration Date.....	5:00 p.m., New York City time, , 2001, unless the exchange offer is extended. Any extension, if made, will be publicly announced through a release to PR Newswire and as otherwise required by applicable law or regulations. We may extend the expiration date in our sole and absolute discretion.
Conditions to the Exchange Offer.....	The only conditions to the exchange offer are that it not violate applicable law, any applicable interpretation of the staff of the SEC or any standing order or judgment. The exchange offer is not conditioned upon any minimum principal amount of Outstanding Securities being tendered.
Procedures for Tendering Outstanding Securities.....	If you wish to accept the exchange offer, you must complete, sign and date the letter of transmittal, or a facsimile copy, in accordance with the instructions contained in this prospectus and the letter of transmittal, and mail or otherwise deliver the letter of transmittal together with the Outstanding Securities to be exchanged and any other required documentation to The Chase Manhattan Bank.
Special Procedures for Beneficial Owners.....	If you are a beneficial owner whose Outstanding Securities are registered in the name of a broker, commercial bank, trust company or other nominee, and you wish to tender in the exchange offer, you should contact your registered holder promptly and instruct the registered holder to tender on your behalf.
Guaranteed Delivery Procedures for Outstanding Securities.....	If you wish to tender your Outstanding Securities and they are not immediately available or you cannot otherwise deliver your Outstanding Securities and the required documentation to the applicable exchange agent prior to the expiration date, you may tender your Outstanding Securities under a guaranteed delivery procedure. Under this procedure, you must deliver to the exchange agent a letter stating that a tender is being made and guaranteeing that all the required documentation will be delivered to the exchange agent within three New York Stock Exchange trading days, and then you must deliver your Outstanding Securities and all other required documentation within that time period.

Acceptance of Outstanding Securities and Delivery of Exchange Securities....	Subject to certain qualifications, we will accept for exchange any and all Outstanding Securities which are properly tendered in the exchange offer and not withdrawn, prior to 5:00 p.m., New York City time, on the expiration date.
Withdrawal Rights.....	Subject to the conditions set forth in this prospectus, you may withdraw your tender of Outstanding Securities at any time prior to 5:00 p.m., New York City time on the expiration date.
Certain United States Federal Income Tax Considerations.....	The exchange of Outstanding Securities for Exchange Securities in the exchange offer does not constitute a taxable exchange for federal income tax purposes. Each Exchange Security will be treated as having been originally issued as of the date the Outstanding Security being exchanged was originally issued. However, you should consult your own tax advisor.
Paying and Exchange Agent.....	The Chase Manhattan Bank, the trustee under the Indenture, is serving as exchange agent and paying agent with respect to the 7 1/8% Notes due 2011 and the 7 3/4% Debentures due 2031.

The Exchange Securities

The form and terms of each series of Exchange Securities will be the same as the form and terms of the series of Outstanding Securities for which they are exchanged, except that the Exchange Securities will be registered under the Securities Act and, therefore, will not bear legends restricting their transfer. The Exchange Securities will evidence the same debt as the Outstanding Securities for which they are exchanged, and the Exchange Securities will be entitled to the benefits of the Indenture. Upon consummation of the exchange offer, any Outstanding Securities that are not exchanged for Exchange Securities will not be entitled to further registration rights under the registration rights agreement.

Maturity Dates:

7 1/8% Exchange Notes due 2011.....	February 15, 2011
7 3/4% Exchange Debentures due 2031....	February 15, 2031
Guarantees.....	Northrop Grumman and Litton will fully and unconditionally guarantee all the obligations of Northrop Systems under the Exchange Securities.
Interest.....	Interest on the Exchange Securities will accrue from their date of issuance and will be paid on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Exchange Securities will be payable semi-annually on February 15 and August 15 of each year, commencing August 15, 2001. Holders of Outstanding Securities accepted for exchange will be deemed to have waived the right to receive any payments in respect of interest on the Outstanding Securities accrued

	from February 27, 2001 to the date of issuance of the Exchange Securities and will receive interest for that period pursuant to the Exchange Securities.
Optional Redemption.....	Northrop Systems may redeem all or part of the Exchange Securities at any time at its option at a redemption price equal to the greater of (1) the principal amount of the Exchange Securities being redeemed plus accrued and unpaid interest to the redemption date or (2) the Make-Whole Amount for the series of Exchange Securities being redeemed.
Make-Whole Amount.....	"Make-Whole Amount" means the sum of the present values of the principal amount of the Exchange Securities to be redeemed, together with the scheduled payments of interest (exclusive of interest to the redemption date) from the redemption date to the maturity date of the series of Exchange Securities being redeemed, in each case discounted to the redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate, plus accrued and unpaid interest on the principal amount of the Exchange Securities being redeemed to the redemption date.
Ranking.....	The Exchange Securities will be Northrop Systems' senior unsecured obligations and will rank pari passu with Northrop Systems' other existing and future senior unsecured debt. The guarantees will be senior unsecured obligations of Northrop Grumman and Litton and will rank equally in right of payment with any other existing and future senior unsecured debt of each guarantor.
Limitation on Liens and Restrictive Covenants.....	The Indenture provides that neither Northrop Systems nor its Restricted Subsidiaries will subject Northrop Systems' Principal Properties to any mortgage or other encumbrance securing indebtedness unless the debt securities issued under the Indenture, including the Exchange Securities, are secured equally with the other indebtedness. The Indenture also contains limitations on Northrop Systems' ability to enter into certain sale and leaseback arrangements and contains limitations on the issuance of indebtedness by Northrop Systems' Restricted Subsidiaries. These restrictive covenants are subject to exceptions described in the Indenture.
Use of Proceeds.....	We will not receive any cash proceeds from the issuance of the Exchange Securities offered hereby. In consideration for issuing the Exchange Securities in exchange for the Outstanding Securities, we will receive Outstanding Securities in like principal amount. The Outstanding Securities surrendered in exchange for the Exchange Securities will be retired and cancelled. The proceeds from the placement of the Outstanding Securities were used by us to purchase Litton common and preferred shares in the Litton acquisition.

For additional information regarding the Exchange Securities, see the "Description of the Securities" section of this prospectus.

WHERE YOU CAN FIND MORE INFORMATION

Northrop Systems, Northrop Grumman and Litton have filed annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any such report, statement or other information at the SEC's public reference rooms at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, Seven World Trade Center, Suite 1300, New York, New York 10048, and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. You may obtain additional information about the public reference rooms by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a site on the Internet at http://www.sec.gov that contains reports, proxy statements and other information regarding issuers that file electronically with the SEC. You may also read such reports, proxy statements and other documents at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005.

We are "incorporating by reference" information into this prospectus. This means that we are disclosing important information to you by referring you to another document that has been filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus. Information that is filed with the SEC after the date of this prospectus will automatically modify and supersede the information included or incorporated by reference in this prospectus to the extent that the subsequently filed information modifies or supersedes the existing information. We incorporate by reference Northrop Systems', Northrop Grumman's and Litton's future filings with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until we complete the offering of the Exchange Securities.

The following documents filed with the SEC by Northrop Systems are hereby incorporated by reference:

- Annual Report on Form 10-K/A for the fiscal year ended December 31, 2000; and
- Current Report on Form 8-K dated and filed April 17, 2001.

The following documents filed with the SEC by Litton (SEC File Number 1-3998) are hereby incorporated by reference:

- Annual Report on Form 10-K for the fiscal year ended July 31, 2000;
- Quarterly Reports on Form 10-Q for the fiscal quarters ended October 31, 2000 and January 31, 2001; and
- Current Reports on Form 8-K filed January 30, 2001 and April 17, 2001.

The following documents filed with the SEC by Northrop Grumman (SEC file Number 1-16411) are hereby incorporated by reference:

- Current Report on Form 8-K dated and filed April 17, 2001; and
- Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2001.

You may request a copy of any of these filings at no cost by writing to or telephoning us at the following address and telephone number: John H. Mullan, Corporate Vice President and Secretary, 1840 Century Park East, Los Angeles, California 90067, telephone (310) 201-3081.

We maintain an Internet site at http://www.northgrum.com. The information contained at our Internet site is not incorporated by reference in this prospectus, and you should not consider it a part of this prospectus.

Any statement made in this prospectus concerning the contents of any contract, agreement or other document is only a summary of the actual document. You may obtain a copy of any document summarized in this prospectus at no cost by writing to or telephoning us at the address and telephone number given above. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

FORWARD-LOOKING STATEMENTS AND IMPORTANT FACTORS

Some of the information included in this prospectus and in the documents incorporated by reference are forward-looking statements within the meaning of the securities laws. These statements concern our plans, expectations and objectives for future operations. These include statements and assumptions with respect to expected future revenues, margins, program performance, earnings and cash flows, acquisitions of new contracts, the outcome of competitions for new programs, the outcome of contingencies including litigation and environmental remediation, the effect of completed and planned acquisitions and divestitures of businesses or business assets, the anticipated costs of capital investments, and anticipated industry trends. Our actual results and trends may differ materially from the information, statements and assumptions as described, and actual results could be materially less than our planned results.

Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include:

- We depend on a limited number of customers. We are heavily dependent on government contracts many of which are only partially funded; the termination or failure to fund one or more significant contracts could have a negative impact on our operations. We are a supplier, either directly or as a subcontractor or team member, to the U.S. Government and its agencies as well as foreign governments and agencies. These contracts are subject to each customers' political and budgetary constraints, changes in short-range and long-range plans, the timing of contract awards, the congressional budget authorization and appropriation processes, the government's ability to terminate contracts for convenience or for default, as well as other risks such as contractor debarment in the event of certain violations of legal and regulatory requirements.

- Many of our contracts are fixed price contracts. While firm, fixed price contracts allow us to benefit from cost savings, they also expose us to the risk of cost overruns. If our initial estimates used for calculating the contract price are incorrect, we can incur losses on those contracts. In addition, some of our contracts have provisions relating to cost controls and audit rights and if we fail to meet the terms specified in those contracts then we may not realize their full benefits. Our ability to manage costs on these contracts may effect our financial condition. Lower earnings caused by cost overruns and cost controls would have an adverse effect on our financial results.

- We are subject to significant competition. Our markets include defense and commercial areas where we compete with companies of substantial size and resources. Our success or failure in winning new contracts or follow on orders for our existing or future products may cause material fluctuations in our future revenues and operating results.

- Our operations may be subject to events that cause adverse effects on our ability to meet contract obligations within anticipated cost and time parameters. We may encounter internal problems and delays in delivery as a result of issues with respect to design, technology, licensing and patent rights, labor or materials and components that prevent us from achieving contract requirements. We may be affected by delivery or performance issues with key suppliers and subcontractors, as well as other factors inherent in our businesses which may cause operating results to be adversely affected. Changes in inventory requirements or other production cost increases may also have a negative impact on our operating results.

- We must integrate our acquisitions successfully. Acquiring businesses is a significant challenge. If we do not execute our acquisition and integration plans for these businesses in accordance with our strategic timetable, our operating results may be adversely affected. We acquired several businesses in 2000 and we have acquired Litton. We believe our integration processes are well-suited to achieve the anticipated strategic and operating benefits of these acquisitions, but if we do not perform our plans as intended, or if we encounter unforeseen problems in the acquired businesses, or problems in those businesses develop subsequent to acquisition, our operating results may be adversely affected. Among the factors that may be involved would be unforeseen costs and expenses, previously undisclosed

liabilities, diversion of management focus, and any effects of complying with government-imposed organizational conflicts of interest rules as a result of the acquisitions.

- We rely on continuous innovation. We are dependent upon our ability to anticipate changing needs for defense products, military and civilian electronic systems and support, and information technology. Our success is dependent on designing new products which will respond to such requirements within customers' price limitations.

- We face significant challenges in the international marketplace. Our international business is subject to changes in import and export policies, technology transfer restrictions, limitations imposed by United States law that are not applicable to our foreign competitors, and other legal, financial and governmental risks.

- We assume that any divestiture of non-core businesses and assets will be completed successfully. Our performance may be affected by our inability to successfully dispose of assets and businesses that do not fit with or are no longer appropriate to our strategic plan. If any sales of such businesses or assets can only be made at a loss, our earnings will be negatively impacted.

- We are subject to environmental and other liabilities. Our performance may be affected by known environmental risks, pending litigation and other loss contingencies, if not resolved within the parameters of our internal plans, and by unanticipated environmental or other liabilities.

- Our pension income may fluctuate. Pension income, a non-cash item which is included in our earnings, is based on assumptions of market performance and actual performance may differ. If an event causes us to revalue our pension income during the calendar year, the portion of our earnings attributed to pension income could vary significantly.

- Our indebtedness, incurred in connection with the Litton acquisition, is higher than our indebtedness at December 31, 2000. The increase in debt will increase demands on our cash resources.

Additional information with respect to risks and uncertainties in our business is contained in our SEC filings, including, without limitation, Northrop Systems' Annual Report on Form 10-K/A for the year ended December 31, 2000 and Northrop Grumman's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001.

Accordingly, you should not rely on the accuracy of predictions contained in forward-looking statements. These statements speak only as of the date of this prospectus, or, in the case of documents incorporated by reference, the date of those documents. We cannot undertake any obligation to update our forward-looking statements to reflect events, circumstances, changes in expectations or the occurrence of unanticipated events occurring after the date of those statements.

We are a leading global aerospace and defense company providing products and services in defense and commercial electronics, systems integration, information technology and non-nuclear shipbuilding and systems. As a prime contractor, principal subcontractor, partner, or preferred supplier, we participate in many high-priority defense and commercial technology programs in the United States and abroad.

Business Segments

Northrop Systems is aligned into three business sectors: the Integrated Systems Sector, based in Dallas, Texas; the Electronic Sensors and Systems Sector, headquartered in Baltimore, Maryland; and Logicon, Inc., based in Herndon, Virginia.

The Integrated Systems Sector (ISS) is a leader in design, development and production of airborne early warning, electronic warfare and surveillance and battlefield management systems. ISS is the prime contractor for the Joint STARS advanced airborne targeting and battle management system and the U.S. Air Force's B-2 Spirit stealth bomber. ISS has a principal role in producing the U.S. Navy's F/A-18 Hornet strike fighter. The sector also produces the EA-6B Prowler electronic countermeasures aircraft and is upgrading the E-2C Hawkeye early-warning aircraft. We have a principal role in the Global Hawk program, a development stage integrated unmanned aerial vehicle for reconnaissance and surveillance. We are also a principal subcontractor to Lockheed Martin in the joint strike fighter competition, a competition expected to be decided in 2001.

The Electronic Sensors and Systems Sector (ES/3/) designs, develops and manufactures a wide variety of defense electronics and systems, airspace management systems, precision weapons, marine systems, logistic systems, space systems, and automation and information systems. These include fire control radars for the F-16 fighter aircraft, the F-22 fighter aircraft, and the Longbow Apache helicopter. Other key programs include the AWACS airborne early warning radar, the Joint STARS air-to-ground surveillance radar sensor, the Longbow Hellfire missile and the BAT "brilliant" antiarmor submunition. ES/3/ also provides tactical military radars and countrywide air defense systems, as well as airborne electronic countermeasures systems intended to jam enemy aircraft and weapons systems. ES/3/ is a world leader in airspace management as a producer of civilian air traffic control systems. The sector also makes sophisticated undersea warfare systems, and naval propulsion and power generation systems. Additionally, ES/3/ provides postal automation, image processing, material management, asset track and trace, and data communication systems.

Logicon, Inc. is a leader in advanced information technologies, systems and services. Logicon is the prime contractor with the General Services Administration ANSWER and Millennia programs. Logicon is also part of a team working with the Internal Revenue Service to modernize the nation's tax system. Logicon has extensive expertise in command, control, communications, computers, intelligence, surveillance and reconnaissance (C4ISR). It is a key management support element for major weapons systems, such as the U.S. Navy's AEGIS class destroyer as well as mission planning for the U.S. Navy, Air Force and Special Operations Command. Logicon provides base operations support for NASA's Kennedy Space Center, Cape Canaveral Air Station and Patrick Air Force Base, among others. In addition, Logicon provides information technology services to commercial customers and to the other Northrop Systems sectors.

Litton will initially constitute a separate business segment. Litton designs, builds and overhauls non-nuclear surface ships and is a provider of defense and commercial electronics technology, components and materials for government and commercial customers worldwide. In addition, Litton is a prime contractor to the U.S. Government for information technology services and provides specialized information technology services to commercial customers and governments in local and foreign jurisdictions. We plan to integrate Litton operations other than ship systems and electronic components into the existing Northrop Systems business segments during 2001 and expect to operate in five segments when this integration is accomplished.

Strategy

We expect the Litton acquisition to further strengthen the position of the combined company as a leader in the defense industry as it pursues the following business strategies:

- Transforming the combined company into a systems integrator, defense electronics leader and information technology provider;
- Positioning the combined company to meet the emerging defense needs of the United States and foreign allied governments;
- Reinforcing leading competitive positions in niche markets:
- Key business areas with significant growth prospects;
- Growth positions in niche business areas;
- Preferred contracts as a systems integrator, principal subcontractor, teammate or preferred supplier;
- Enhancing the combined company's importance to customers; and
- Diversifying the combined company's program positions and sources of revenues.

Recent Acquisition and Disposition History

Strategic acquisitions have played a critical role in our transformation to a leading diversified technology company to the U.S. Department of Defense. In 1992 we acquired 49% of Vought Aircraft Company. In 1994 we made the first of our major acquisitions by purchasing Grumman Corporation and we also acquired the remaining 51% of Vought. This was followed by the acquisition of the defense electronic systems group of Westinghouse Electric Corporation in 1996. In August 1997, we consummated our merger with Logicon, Inc.

Since 1997, we have continued to sharpen our focus through several smaller significant strategic acquisitions as well as the divestiture of non-core businesses. In 1998, we acquired Inter-National Research Institute Inc. (INRI). In 1999, we acquired the Information Systems Division of California Microwave, Inc., Data Procurement Corporation (DPC), and Ryan Aeronautical, an operating unit of Allegheny Teledyne Inc. In 2000, we acquired Navia Aviation SA, Comptek Research, Federal Data Corporation and Sterling Software FSG. Also in 2000, we divested our Commercial Aerostructures business, which generated $1.38 billion in net sales in 1999. In April 2001 we acquired Litton. See "The Litton Acquisition" for more information on the Litton acquisition.

In April, 2001, we announced that we had signed a definitive agreement to acquire the Electronics and Information Systems Group of Aerojet-General Corporation for $315 million in cash. This Aerojet General unit had year 2000 revenues of approximately $323 million and specialized in space-borne sensing for early warning systems, ground systems that process data from space-based platforms and smart weapons technology for U.S. Government national security programs. Completion of this transaction is subject to conditions including antitrust review.

On May 9, 2001, we announced our intention to offer to acquire Newport News Shipbuilding for $67.50 per share for all of the outstanding shares of common stock of Newport News, payable 75% in our stock and the remainder in cash. Our exchange offer is subject to various conditions including the acceptance of our offer by at least a majority of the Newport News shareholders, the termination of the definitive acquisition agreement between Newport News and General Dynamics, the execution of a definitive merger agreement with Newport News and the receipt of regulatory approvals.

Overview of the Defense Industry

The defense requirements of the United States and NATO countries have shifted from defending against threats imposed by the former Soviet Union to a focus upon the management of one or more regional conflicts. These engagements may require unilateral or cooperative initiatives, ranging from passive surveillance to active engagement, deterrence, policing or peacekeeping. In addition, the Department of Defense's strategy has been

impacted by the general public's increasing intolerance for military action which puts military or civilian personnel at risk. As a result of these trends, both the United States and NATO countries are increasingly relying on sophisticated weapon systems which provide long-range surveillance and intelligence, battle management and precision strike capabilities. Accordingly, defense procurement spending is expected to be weighted towards the development and procurement of advanced electronics and software that enhance the capabilities of individual weapons systems and provide for the real-time integration of individual surveillance, information management, strike and battle management platforms.

United States defense contractors have also been influenced by two trends in defense spending over recent years. First, following a period of budget decreases in the post-Cold War era, the aggregate U.S. defense budget, as appropriated by Congress, has increased for each of the past five years. Second, equipment procurement and research and development spending have grown more quickly than the overall defense budget over this same period and have become an increasingly large portion of the overall budget as the Pentagon has focused on the development and procurement of these next generation smart weapons systems. Defense spending by other NATO countries has stabilized, following decreases in the immediate post-Cold War era, while they continue to increase their focus upon the development and procurement of advanced electronics and information systems capabilities.

THE LITTON ACQUISITION

On April 3, 2001, pursuant to the Offer to Purchase or Exchange all outstanding shares of the Common Stock and Preferred Stock of Litton made by Northrop Grumman, Northrop Grumman purchased approximately 97.3% of the outstanding shares of common stock of Litton and approximately 58.6% of the preferred stock of Litton. The offer was made pursuant to Registration Statement No. 333-54800 which became effective on March 28, 2001, and the Amended and Restated Agreement and Plan of Merger dated as of January 23, 2001 among Northrop Systems, Litton, Northrop Grumman and LII Acquisition Corp. Pursuant to the plan of merger, a subsidiary of Northrop Grumman will be merged into Litton and the remaining holders of common shares of Litton will receive $80.00 in cash per common share. Subsequently, another newly-organized subsidiary of Northrop Grumman will be merged into Litton in a short-form merger and the remaining holders of preferred shares will receive $35.00 in cash per preferred share. The value of the Litton acquisition, when completed, is expected to be approximately $5.3 billion, which includes the assumption of Litton's approximately $1.4 billion in net debt. The consideration for the common stock and preferred stock included cash, common stock of Northrop Grumman and preferred stock of Northrop Grumman. Northrop Grumman obtained the cash portion of the purchase price from the offering of the Outstanding Securities and from advances under the New Credit Facilities.

NEW CREDIT FACILITIES

We have entered into unsecured senior credit facilities with lenders which initially provided for borrowings of up to $5 billion (the "New Credit Facilities"). The New Credit Facilities consist of a $2.5 billion five-year revolving credit facility and a $2.5 billion 364-day revolving credit facility. The availability under the 364-day revolving credit facility, as reduced by the equity and other debt financing of the Litton acquisition, is now $527 million. Borrowings under the New Credit Facilities along with the net proceeds of the offering of the Outstanding Securities were used to finance the purchase of shares in the Litton acquisition, to pay related expenses, and to retire and refinance a portion of the former Litton debt. The New Credit Facilities will be available to finance our continuing operations. Borrowings under the New Credit Facilities will bear interest, at our option, at various rates of interest, including adjusted LIBOR or an alternate base rate plus in each case an incremental margin based on our credit rating. The New Credit Facilities also provide for a facility fee on the daily aggregate amount of commitments under the revolving facilities (whether or not utilized). The facility fee is also based on our credit rating level. Northrop Grumman, Northrop Systems and Litton are all co-borrowers on the New Credit Facilities.

USE OF PROCEEDS

Northrop Systems will not receive any cash proceeds from the issuance of the Exchange Securities offered hereby. In consideration for issuing the Exchange Securities in exchange for the Outstanding Securities, Northrop Systems will receive Outstanding Securities in like principal amount. The Outstanding Securities surrendered in exchange for the Exchange Securities will be retired and cancelled. The proceeds from the placement of the Outstanding Securities were used to purchase Litton common and preferred shares in the Litton acquisition.

CAPITALIZATION

The following table sets forth:

- our capitalization as of March 31, 2001, and
- our capitalization as adjusted to reflect the Litton acquisition and the New Credit Facilities.

The as adjusted pro forma amounts have been developed from (1) the unaudited consolidated financial statements of Northrop Grumman contained in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2001, which is incorporated by reference in this prospectus and (b) the unaudited consolidated financial statements for the period ended January 31, 2001 contained in Litton's Quarterly Report on Form 10-Q which is incorporated by reference in this prospectus. See "Unaudited Pro Forma Condensed Combined Financial Data."

	As of March 31, 2001	
	Actual	As adjusted for the Litton acquisition and the New Credit Facilities
Current portion of long-term debt	$ --	$ 184
Long-term debt:		
Notes and Debentures--Northrop Systems	3,100	3,100
Notes, Debentures and Bonds--Litton	--	1,184
Other	5	114
Long Term Revolver	--	882
Total long-term debt, less current maturities	3,105	5,280
Mandatorily redeemable preferred stock	--	350
Total debt	3,105	5,814
Shareholders' equity	4,007	5,130
Total capitalization	$7,112	$10,944

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratios of earnings to fixed charges of Northrop Systems and Northrop Grumman for each of the fiscal years ended December 31, 1996 through December 31, 2000 and for the three months ended March 31, 2001 and the pro forma combined ratios of earnings to fixed charges of Northrop Systems and Litton for the year ended December 31, 2000 and for Northrop Grumman and Litton for the three months ended March 31, 2001.

The pro forma ratios of earnings to fixed charges are based upon the historical financial statements of Northrop Systems, Northrop Grumman and Litton adjusted to give effect to the Litton acquisition. The pro forma amounts have been developed from (a) the audited consolidated financial statements of Northrop Systems contained in Northrop Systems' Annual Report on Form 10-K/A for the fiscal year ended December 31, 2000 and the unaudited consolidated financial statements of Northrop Grumman contained in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2001, which are incorporated by reference in this prospectus, and (b) the audited consolidated financial statements contained in Litton's Annual Report on Form 10-K for the fiscal year ended July 31, 2000 and from the unaudited consolidated financial statements contained in Litton's Quarterly Report on Form 10-Q for the six months ended January 31, 2001, incorporated by reference in this prospectus. In addition, the audited consolidated financial statements contained in Litton's Annual Report on Form 10-K for the fiscal year ended July 31, 1999 and the unaudited consolidated financial statements of Litton contained in Litton's Quarterly Report on Form 10-Q for the period ended January 31, 2001 have been used to bring the financial reporting periods of Litton to within 90 days of those of Northrop Systems and Northrop Grumman.

Pro Forma		Actual						
Three Months Ended March 31, 2001	Fiscal Year Ended December 31, 2000	Three Months Ended March 31		Year Ended December 31				
		2001	2000	2000	1999	1998	1997	1996
2.09	2.76	3.67	5.26	5.26	3.78	2.11	2.68	2.50

For purposes of computing the ratios of earnings to fixed charges, earnings represent earnings from continuing operations before income taxes and fixed charges, and fixed charges consist of interest expense, the portion of rental expense calculated to be representative of the interest factor, amortization of discounts and capitalized expenses related to indebtedness, and preferred stock dividends. The ratios should be read in conjunction with the financial statements and other financial data included or incorporated by reference in this prospectus. See "Where You Can Find More Information."

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

Northrop Grumman and Northrop Systems

The following table sets forth selected consolidated financial data for Northrop Systems and Northrop Grumman for each of the periods indicated. Consolidated financial data for the years ended December 31, 2000, 1999, 1998 and 1997 have been derived from, and are qualified by reference to, the audited consolidated financial statements and notes thereto filed by us with the SEC, which are incorporated in this prospectus by reference. Consolidated financial data for the year ended December 31, 1996 and for the three months ended March 31, 2001 and 2000 have been derived from unaudited consolidated financial statements and notes thereto of Northrop Systems and Northrop Grumman. This data does not give effect to the Litton acquisition or the New Credit Facilities. See also "Where You Can Find More Information" and "Unaudited Pro Forma Condensed Combined Financial Data."

	Three Months Ended March 31,		Year ended December 31,				
	2001	2000	2000	1999	1998	1997	1996
	(in millions, except per share)						
Operating data:							
Net sales	$ 1,986	$1,802	$ 7,618	$7,616	$7,367	$7,798	$ 7,667
Operating margin	190	287	1,098	954	752	741	752
Interest expense (net)	(32)	(44)	(146)	(206)	(221)	(240)	(261)
Income from continuing operations before accounting changes	103	156	625	474	193	318	330
Diluted earnings per share from continuing operations before accounting change	$ 1.42	$ 2.23	$ 8.82	$ 6.80	$ 2.78	$ 4.67	$ 5.18
Cash dividends per common share	.40	.40	1.60	1.60	1.60	1.60	1.60
Balance sheet data:							
Total assets	$11,185	$9,389	$ 9,622	$9,285	$9,536	$9,677	$ 9,645
Net working capital	1,382	269	(162)	329	666	221	106
Total debt	3,105	2,095	1,615	2,225	2,831	2,791	3,378
Shareholders' equity	4,007	3,409	3,919	3,257	2,850	2,623	2,282
Other data:							
Net cash from operations	$ (33)	$ 91	$ 1,010	$1,207	$ 244	$ 730	$ 743
Funded order backlog	10,320	8,156	10,106	8,499	8,415	9,700	10,451
Depreciation and amortization	99	87	381	353	359	380	340
Earnings before interest, taxes, depreciation and amortization (EBITDA)(a)	291	374	1,502	1,306	889	1,132	1,079

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(a) We calculated EBITDA by adding back net interest expense and depreciation and amortization expense to income from continuing operations before taxes and accounting change. Since all companies do not calculate EBITDA or similarly titled financial measures in the same manner, disclosures by other companies may not be comparable with EBITDA as defined herein. EBITDA is a financial measure used by analysts to value companies. Therefore, our management believes that the presentation of EBITDA provides relevant information to investors. EBITDA should not be construed as an alternative to operating income or cash flows from operating activities as determined in accordance with United States generally accepted accounting principles ("GAAP") or as a measure of liquidity. Amounts reflected as EBITDA are not necessarily available for discretionary use as a result of restrictions imposed by applicable law upon the payment of dividends or distributions, among other things.

Litton Industries, Inc.

The following is a summary of selected consolidated financial data of Litton for each of the years in the five-year period ended July 31, 2000 and the six-month periods ended January 31, 2001 and January 31, 2000. The operating results for the six months ended January 31, 2001 are not necessarily indicative of results for the full fiscal year ended July 31, 2001. This information is derived from the audited consolidated financial statements of Litton contained in its Annual Report on Form 10-K for the fiscal year ended July 31, 2000, the unaudited consolidated financial statements of Litton contained in its Quarterly Report on Form 10-Q for the period ended January 31, 2001, and from Litton's Quarterly Report on Form 10-Q for the period ended January 31, 2000, and is qualified in its entirety by such documents. See "Where You Can Find More Information." You should read this summary together with the financial statements which are incorporated by reference in this prospectus and their accompanying notes and in conjunction with management's discussion and analysis of operations and financial conditions of Litton contained in such reports.

	Six months ended January 31,		Year ended July 31,				
	2001	2000	2000	1999	1998	1997	1996
	($ in millions, except per share)						
Operating data:							
Sales and service revenues	$2,758	$2,720	$5,588	$4,828	$4,400	$4,176	$3,612
Total segment operating profit	245	238	562	339	410	370	320
Interest expense (net)	52	55	108	67	52	44	14
Income before accounting change	95	90	221	121	181	162	151
Diluted earnings per share before accounting change	$ 2.03	$ 1.93	$ 4.80	$ 2.58	$ 3.82	$ 3.40	$ 3.15
Cash dividends per common share	0	0	0	0	0	0	0
Balance sheet data:							
Total assets	$4,908	$4,967	$4,836	$4,260	$4,114	$3,545	$3,454
Net working capital	597	321	500	295	164	163	107
Total debt	1,477	1,690	1,399	1,033	1,046	680	787
Total stockholders' investment	1,611	1,385	1,496	1,300	1,187	1,039	917
Other Data:							
Net cash from operations	$ 20	$ (16)	$ 250	$ 244	$ 228	$ 223	$ 70
Depreciation and amortization	92	96	190	161	148	138	114
Earnings before interest, taxes, depreciation and amortization (EBITDA)(a)	304	302	683	441	502	452	381

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(a) We calculated EBITDA by adding back net interest expense and depreciation and amortization expense to income from continuing operations before taxes and accounting change. Since all companies do not calculate EBITDA or similarly titled financial measures in the same manner, disclosures by other companies may not be comparable with EBITDA as defined herein. EBITDA is a financial measure used by analysts to value companies. Therefore, our management believes that the presentation of EBITDA provides relevant information to investors. EBITDA should not be construed as an alternative to operating income or cash flows from operating activities as determined in accordance with GAAP or as a measure of liquidity. Amounts reflected as EBITDA are not necessarily available for discretionary use as a result of restrictions imposed by applicable law upon the payment of dividends or distributions, among other things.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA

The Unaudited Pro Forma Condensed Combined Financial Data presented below is derived from the historical consolidated financial statements of each of Northrop Systems, Northrop Grumman and Litton. The Unaudited Pro Forma Condensed Combined Financial Data is prepared using the purchase method of accounting, with Northrop Grumman treated as the acquiror and as if the Litton acquisition had been completed as of the beginning of the periods presented for statements of operations purposes and on March 31, 2001 for balance sheet purposes.

For a summary of the business combination, see "The Litton Acquisition."

The Unaudited Pro Forma Condensed Combined Financial Data is based upon the historical financial statements of Northrop Systems, Northrop Grumman and Litton adjusted to give effect to the Litton acquisition. The pro forma adjustments are described in the accompanying notes presented on the following pages. The pro forma statements have been developed from (a) the audited consolidated financial statements of Northrop Systems contained in the Annual Report on Form 10-K/A for the year ended December 31, 2000 and the unaudited consolidated financial statements of Northrop Grumman contained in the Quarterly Report on Form 10-Q for the three months ended March 31, 2001, which are incorporated by reference in this prospectus, and (b) the audited consolidated financial statements contained in Litton's Annual Report on Form 10-K for the fiscal year ended July 31, 2000 and the unaudited consolidated financial statements of Litton contained in its Quarterly Report on Form 10-Q for the period ended January 31, 2001, which are incorporated by reference in this prospectus. In addition, the audited consolidated financial statements contained in Litton's Annual Report on Form 10-K for the fiscal year ended July 31, 1999 and the unaudited consolidated financial statements of Litton contained in Litton's Quarterly Report on Form 10-Q for the period ended January 31, 2001 have been used to bring the financial reporting periods of Litton to within 90 days of those of Northrop Systems and Northrop Grumman.

The final determination and allocation of the purchase price paid for the Litton acquisition may differ from the amounts assumed in this Unaudited Pro Forma Condensed Combined Financial Data.

Under the purchase method of accounting, the purchase price will be allocated to the underlying tangible and intangible assets and liabilities acquired based on their respective fair market values, with the excess recorded as goodwill. As of the date of this prospectus, Northrop Grumman has not completed the valuation studies necessary to arrive at the required estimates of the fair market value of the assets and liabilities to be acquired and the related allocations of purchase price, nor has it identified the adjustments necessary, if any, to conform Litton data to Northrop Grumman's accounting policies. Accordingly, Northrop Grumman has used the historical book values of the assets and liabilities of Litton and has used the historical revenue recognition policies of Litton to prepare the unaudited pro forma financial statements set forth herein, with the excess of the purchase price over the historical net assets of Litton recorded as goodwill and other purchased intangibles. Once Northrop Grumman has completed the valuation studies necessary to finalize the required purchase price allocation and identified any necessary conforming changes, such pro forma financial statements will be subject to adjustment. Such adjustments will likely result in changes to the pro forma statement of financial position to reflect the final allocation of purchase price and the pro forma statement of income, and there can be no assurance that such adjustments will not be material.

The Unaudited Pro Forma Condensed Combined Financial Data is provided for illustrative purposes only and does not purport to represent what the actual consolidated results of operations or the consolidated financial position of Northrop Grumman would have been had the offer and the Litton acquisition occurred on the date assumed, nor is it necessarily indicative of future consolidated results of operations or financial position.

The Unaudited Pro Forma Condensed Combined Financial Data does not include the realization of cost savings from operating efficiencies, synergies or other restructurings resulting from the Litton acquisition.

The Unaudited Pro Forma Condensed Combined Financial Data should be read in conjunction with the separate historical consolidated financial statements and accompanying notes of Northrop Systems, Northrop Grumman and Litton that are incorporated by reference in this prospectus.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION
March 31, 2001
($ in millions)

	Northrop Grumman	Litton	Pro Forma Adjustments	Pro Forma Combined
ASSETS				
Current assets				
Cash and cash equivalents	$ 1,636	$ 74	$(1,500)(a)	$ 210
Accounts receivable	1,493	794		2,287
Inventoried costs	749	784		1,533
Deferred income taxes	22	372		394
Prepaid expenses	66	33		99
Total current assets	3,966	2,057	(1,500)	4,523
Property, plant and equipment	2,370	1,860		4,230
Accumulated depreciation	(1,356)	(990)		(2,346)
	1,014	870	--	1,884
Other assets				
Goodwill and other purchased intangibles	4,380	1,230	2,244 (a)	7,854
Prepaid retiree benefits cost and intangible pension asset	1,469			1,469
Other assets	356	751		1,107
	6,205	1,981	2,244	10,430
	$11,185	$4,908	$ 744	$16,837
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities				
Notes payable and current portion of long term debt	$ --	$ 184	$ --	$ 184
Accounts payable	491	310		801
Accrued employees' compensation	325	226		551
Advances on contracts	468	204		672
Income taxes	769	62		831
Other current liabilities	531	474		1,005
Total current liabilities	2,584	1,460		4,044
Long-term debt	3,105	1,293	882 (a)	5,280
Accrued retiree benefits	1,108	303		1,411
Deferred tax and other long-term liabilities	381	241		622
Redeemable Preferred Stock	--	--	350 (a)	350
Shareholders' equity				
Paid in Capital	1,214	413	710 (a)	2,337
Retained earnings	2,817	1,254	(1,254)(a)	2,817
Accumulated other comprehensive loss	(24)	(56)	56 (a)	(24)
	4,007	1,611	(488)	5,130
	$11,185	$4,908	$ 744	$16,837

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
Year Ended December 31, 2000
($ in millions, except per share data)

	Northrop Grumman	Litton	Pro Forma Adjustments	Pro Forma Combined
Sales and service revenues	$7,618	$5,626	$ --	$13,244
Cost of sales				
Operating Costs	5,446	4,669	83(b)	10,198
Administrative and general expenses	1,074	491	--	1,565
Operating margin	1,098	466	(83)	1,481
Interest expense	(175)	(105)	(190)(c)	(470)
Other, net	52	16	--	68
Income from continuing operations before income taxes	975	377	(273)	1,079
Federal and foreign income taxes	350	151	(96)(d)	405
Income from continuing operations	$ 625	$ 226	$(177)	$ 674
Less, dividends paid to preferred shareholders			(25)(e)	(25)
Income available to common shareholders			$(202)	$ 649
Average shares basic	70.58			83.58
Average shares diluted	70.88			84.00
Basic earnings per share:				
Continuing operations	$ 8.86			$ 7.77
Diluted earnings per share:				
Continuing operations	$ 8.82			$ 7.73

Quarter ended March 31, 2001
($ in millions, except per share data)

	Northrop Grumman	Litton	Pro Forma Adjustments	Pro Forma Combined
Sales and service revenues	$1,986	$1,345	$--	$3,331
Cost of sales				
Operating Costs	1,548	1,120	21(b)	2,689
Administrative and general expenses	248	121	--	369
Operating margin	190	104	(21)	273
Interest expense	(47)	(27)	(46)(c)	(120)
Other, net	17	3	--	20
Income from continuing operations before income taxes	160	80	(67)	173
Federal and foreign income taxes	57	30	(23)(d)	64
Income from continuing operations	$ 103	$ 50	$(44)	$ 109
Less, dividends paid to preferred shareholders			(6)(e)	(6)
Income available to common shareholders			$(50)	$ 103
Average shares basic	72.19			85.19
Average shares diluted	72.76			86.01
Basic earnings per share:				
Continuing operations	$ 1.43			$ 1.21
Diluted earnings per share:				
Continuing operations	$ 1.42			$ 1.20

NOTES TO PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS
(Unaudited)

(a) Adjustments to (i) eliminate the equity of Litton (ii) record issuance of preferred and common stock and (iii) record new financing for the Litton acquisition along with additional acquisition related costs and refinancing of debt using the New Credit Facilities.

(b) Adjustment to amortize goodwill and other purchased intangible assets arising out of the Litton acquisition over an estimated weighted average life of 27 years on a straight line basis.

(c) Adjustment to record interest on new financing for the Litton acquisition at an annual weighted average rate of 7.20 and 7.52 percent for the quarter ended March 31, 2001 and the year ended December 31, 2000 plus the amortization of debt issuance costs, respectively.

(d) Adjustment to record income tax effects on pre-tax pro forma adjustments, using a statutory tax rate of thirty-five percent.

(e) Adjusted, pro rata, for dividends to preferred shareholders using $7 per share dividend rate for equity issuance of 3,500,000 shares of preferred stock.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

Northrop Systems is making this exchange offer to comply with the requirements of the registration rights agreement which applies to the Outstanding Securities. The Exchange Securities will constitute registered securities which can be resold without being subject to the transfer restrictions applicable to the Outstanding Securities which have not been so registered.

Following the consummation of the exchange offer, any Outstanding Securities not tendered will no longer have registration rights and will continue to be subject to certain restrictions on transfer.

Each broker-dealer that receives Exchange Securities for its own account in exchange for Outstanding Securities, where such Outstanding Securities were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See "Plan of Distribution."

Resale of Exchange Securities

We are not requesting, and do not intend to request, an interpretation by the staff of the SEC with respect to whether the Exchange Securities issued in exchange for the Outstanding Securities may be offered for sale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act. Based on interpretations by the staff of the SEC set forth in no-action letters issued to third parties, we believe that the Exchange Securities may be offered for resale, resold and otherwise transferred by you unless you are a broker-dealer, as set forth below (see "Plan of Distribution"), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that, among other things:

- you acquire the Exchange Securities in the ordinary course of your business; and
- you have no arrangement or understanding with any person to participate in the distribution of the Exchange Securities.

If you tender Outstanding Securities in the exchange offer for the purpose of participating in a distribution of the Exchange Securities, you may not rely on the interpretations by the staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

Terms of the Exchange Offer

Upon the terms set forth in this prospectus and in the letter of transmittal, we will accept any and all Outstanding Securities properly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. You may tender some or all of your Outstanding Securities in the exchange offer. However, Outstanding Securities may be tendered only in multiples of $1,000 principal amount. Northrop Systems will issue $1,000 of principal amount of Exchange Securities of the corresponding series in exchange for each $1,000 principal amount of Outstanding Securities accepted in the exchange offer.

The form and terms of the Exchange Securities will be substantially identical to the form and terms of the Outstanding Securities for which they are exchanged, except that the Exchange Securities will be registered under the Securities Act, will not bear legends restricting their transfer and will not provide for any additional interest upon the failure on our part to fulfill our obligations under the registration rights agreements to file, and cause to be effective, a registration statement. The Exchange Securities will evidence the same debt as the Outstanding Securities and will be guaranteed in the same manner as the Outstanding Securities. The Exchange Securities will be issued under and entitled to the benefits of the same indenture that authorized the issuance of the Outstanding Securities.

The exchange offer is not conditioned upon any minimum amount of Outstanding Securities of any series being tendered for exchange. We intend to conduct the exchange offer in accordance with the applicable provisions of the registration rights agreements, the applicable requirements of the Securities Act and the Securities Exchange Act of 1934 and the rules and regulations of the SEC.

Northrop Systems will be deemed to have accepted properly tendered Outstanding Securities when it has given written notice of the acceptance to the exchange agent. The exchange agent will act as agent for the purpose of receiving the Exchange Securities from us and delivering them to you. If any of the Outstanding Securities that you tender are not accepted for exchange, the exchange agent will return them to you, without expense, promptly after the expiration date.

You will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange offer. We will pay all charges and expenses, other than certain taxes, in connection with the exchange offer.

Expiration Date

The expiration date shall be 5:00 p.m., New York City time, on , 2001 unless we, in our sole discretion, extend the exchange offer. Although we have no current intention to extend the exchange offer, we reserve the right to extend the exchange offer at any time and from time to time by giving written notice to the exchange agent and by timely public announcement communicated, unless otherwise required by applicable law or regulation, by making a release to PR Newswire. During any extension of the exchange offer, all Outstanding Securities previously tendered in the exchange offer and not withdrawn will remain subject to the exchange offer.

Amendments

We expressly reserve the right to:

- delay acceptance for exchange of any Outstanding Securities;

- terminate the exchange offer and not accept for exchange any Outstanding Securities if any of the events set forth below under "--Conditions to the Exchange Offer" shall have occurred and shall not have been waived by us; and

- amend the terms of the exchange offer in any manner consistent with the registration rights agreement.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice to the registered holders of Outstanding Securities. If we amend the exchange offer in a manner that we determine to constitute a material change, or if we waive a material condition, we will promptly disclose the amendment or waiver in a manner reasonably calculated to inform the holders of Outstanding Securities of the amendment, and extend the offer if required by law.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination or amendment of the exchange offer, we shall have no obligation to publish, advertise, or otherwise communicate any public announcement, other than by making a timely release to a financial news service.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or exchange any Exchange Securities for, any Outstanding Securities, and we may terminate the exchange offer as provided in this prospectus before accepting any Outstanding Securities for exchange if in our reasonable judgment:

- the Exchange Securities to be received will not be tradeable by the holder, without restriction under the Securities Act, the Securities Exchange Act of 1934 and the blue sky or securities laws of substantially all of the states of the United States;

- the exchange offer, or the making of any exchange by a holder of Outstanding Securities, would violate applicable law or any applicable interpretation of the staff of the SEC; or

- any action or proceeding has been instituted or threatened in any court or by or before any governmental agency with respect to the exchange offer that, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them, in whole or in part, at any or at various times. A failure on our part to exercise any of the foregoing rights will not constitute a waiver of such right.

Procedures for Tendering

Your tender to us of Outstanding Securities under one of the procedures set forth below will constitute an agreement between you and Northrop Systems, Northrop Grumman and Litton in accordance with the terms of this prospectus and the letter of transmittal.

We will determine in our sole discretion all questions as to the validity, form, eligibility, including time of receipt, and acceptance and withdrawal of tendered Outstanding Securities. Our determination will be final and binding on all parties. We reserve the absolute right to reject any Outstanding Securities not properly tendered or any Outstanding Securities our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to any Outstanding Securities. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Neither the exchange agent, us, nor any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. If any Outstanding Securities received by the exchange agent are not validly tendered by you and as to which the defects or irregularities have not been cured or waived, or if Outstanding Securities are submitted in a principal amount greater than the principal amount of Outstanding Securities being tendered by you, such unaccepted or non-exchanged Outstanding Securities will be returned to you by the exchange agent, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

We reserve the right in our sole discretion, to the extent permitted by the indenture under which the Securities are issued and applicable law, to purchase or make offers for any Outstanding Securities that remain outstanding subsequent to the expiration date in the open market, in privately negotiated transactions or otherwise. The terms of any purchases or offers made after the expiration of the exchange offer may differ from the terms of the exchange offer.

To tender your Outstanding Securities:

- you must complete, sign and date the letter of transmittal, or a facsimile copy; have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires; and mail or deliver the letter of transmittal or facsimile along with your Outstanding Securities to The Chase Manhattan Bank at the address set forth below prior to the expiration date; or

- The Chase Manhattan Bank must have received, prior to the expiration date, a timely confirmation of book-entry transfer of your Outstanding Securities into its account at DTC according to the procedure for book-entry transfer described below, including a completed and signed letter of transmittal or an agent's message in lieu thereof; or

- you must comply with the guaranteed delivery procedures described below.

The term "agent's message" means a message, transmitted by DTC to and received by the exchange agent and forming a part of the confirmation of book entry transfer, which states that DTC has received an express acknowledgment from the tendering participant, stating that such participant has received and agrees to be bound by the letter of transmittal and that we may enforce the letter of transmittal against such participant.

If tendered Outstanding Securities are registered in the name of the signer of the letter of transmittal and the Exchange Securities are to be issued, and any Outstanding Securities not tendered are to be reissued, in the name of the registered holder and delivered to the address of the registered holder appearing on the register for the Outstanding Securities, the signature of such signer need not be guaranteed.

In any other case, the tendered Outstanding Securities must be endorsed or accompanied by written instruments of transfer in form satisfactory to us and duly executed by the registered holder and the signature on the endorsement or instrument of transfer must be guaranteed by an eligible institution: a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc.; a commercial bank or trust company having an office or correspondent in the United States; or an eligible guarantor institution as defined by Rule 17Ad-15 under the Exchange Act.

The method of delivery of Outstanding Securities, letter of transmittal and all other documents is at your election and risk. If delivery is made by mail, it is recommended that registered mail, properly insured, with return receipt requested, be used. In all cases, sufficient time should be allowed to assure timely delivery. No letter of transmittal or Outstanding Securities should be sent to us.

Your tender will be deemed to have been received as of the date when:

- your properly completed and duly signed letter of transmittal or agent's message in lieu thereof, accompanied by your Outstanding Securities or a confirmation of book-entry transfer of your Outstanding Securities into The Chase Manhattan Bank's account at DTC, is received by The Chase Manhattan Bank, or

- your notice of guaranteed delivery or letter, telegram or facsimile transmission to similar effect from an eligible institution is received by The Chase Manhattan Bank, provided that the exchange agent receives your Outstanding Securities or confirmation of book-entry transfer, and all other documents required by the letter of transmittal, within three New York Stock Exchange trading days thereafter.

Each broker-dealer that receives Exchange Securities for its own account in exchange for Outstanding Securities, where such Outstanding Securities were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See "Plan of Distribution."

Book-Entry Transfer

The Chase Manhattan Bank will make a request to establish an account with respect to the Outstanding Securities at DTC for purposes of the exchange offer promptly after the date of this prospectus; and any financial institution participating in DTC's system may make book-entry delivery of Outstanding Securities by causing DTC to transfer the Outstanding Securities into The Chase Manhattan Bank's account at DTC in accordance with DTC's procedures for transfer. If you wish to tender your Outstanding Securities, The Chase Manhattan Bank must have received confirmation of the book-entry transfer of your Outstanding Securities into its account at DTC, together with a letter of transmittal or an agent's message in lieu thereof, and all other documents required by the letter of transmittal, on or prior to the expiration date; otherwise you must comply with the guaranteed delivery procedures described below.

Guaranteed Delivery Procedures for Securities

If you desire to accept the exchange offer and time will not permit a letter of transmittal or Outstanding Securities to reach The Chase Manhattan Bank before the expiration date or the procedure for book-entry

transfer cannot be completed on a timely basis, a tender may be effected if The Chase Manhattan Bank has received at its office, on or prior to the expiration date, a letter, telegram or facsimile transmission from an eligible institution setting forth:

- the name and address of the tendering holder;
- the name(s) in which the Outstanding Securities are registered;
- the certificate number(s) of the Outstanding Securities to be tendered; and
- a statement that the tender is being made and guaranteeing that, within three New York Stock Exchange trading days after the date of execution of the letter, telegram or facsimile transmission by the eligible institution, the Outstanding Securities, in proper form for transfer, or a confirmation of book-entry transfer of such Outstanding Securities into the exchange agent's account at DTC, will be delivered by the eligible institution, together with a properly completed and duly executed letter of transmittal or an agent's message in lieu thereof, as well as any other required documents.

Unless you tender your Outstanding Securities by one of the above-described methods within the time period set forth above accompanied or preceded by a properly completed letter of transmittal or an agent's message in lieu thereof, as well as any other required documents, we may, at our option, reject the tender. Copies of a notice of guaranteed delivery which may be used by eligible institutions for the purposes described in this paragraph are available from The Chase Manhattan Bank.

Issuances of Exchange Securities in connection with a notice of guaranteed delivery or letter, telegram or facsimile transmission to similar effect by an eligible institution will be made only against submission of a duly signed letter of transmittal or an agent's message in lieu thereof, and any other required documents, and deposit of the tendered Outstanding Securities.

Terms and Conditions of the Letter of Transmittal

Under the terms of the letter of transmittal, if you tender Outstanding Securities:

- you agree to exchange, assign and transfer the Outstanding Securities to us;
- you represent and warrant that you have full power and authority to tender, exchange, assign and transfer the Outstanding Securities and to acquire Exchange Securities issued in the exchange offer;
- you represent and warrant that when the Outstanding Securities are accepted for exchange, Northrop Systems will acquire good and unencumbered title to the tendered Outstanding Securities, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim;
- you represent and warrant that you will, upon request, execute and deliver any additional documents deemed by us to be necessary or desirable to complete the exchange, assignment and transfer of tendered Outstanding Securities or transfer ownership of such Outstanding Securities on the account books maintained by DTC; and
- you agree that all authority conferred by you pursuant to the letter of transmittal will survive your death, bankruptcy or incapacity and each of your obligations will be binding upon your heirs, legal representatives, successors, assigns, executors and administrators.

Withdrawal of Tenders

Tenders of Outstanding Securities may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

To be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be received by the exchange agent at the address set forth in the letter of transmittal prior to 5:00 p.m., New York City time, on the expiration date. Any notice of withdrawal must specify:

- the name of the holder originally listed in the letter of transmittal;

- the certificate numbers of the Outstanding Securities to be withdrawn, and the principal amount of Outstanding Securities delivered for exchange;

- a statement that the holder is withdrawing the election to have the applicable Outstanding Securities exchanged; and

- the name of the registered holder of the Outstanding Securities.

The notice must be signed by the holder in the same manner as the original signature on the letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the Outstanding Securities being withdrawn. The exchange agent will return the properly withdrawn Outstanding Securities promptly following the receipt of notice of withdrawal.

If Outstanding Securities have been tendered under the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Outstanding Securities and otherwise comply with the procedures of DTC.

Withdrawals of tenders of Outstanding Securities may not be rescinded. Outstanding Securities properly withdrawn will not be deemed validly tendered for purposes of the exchange offer, but may be retendered at any subsequent time on or prior to the expiration date by following the procedures described under "--Procedures for tendering."

We will determine the validity, form and eligibility (including time of receipt) of withdrawal notices, in our sole discretion, which shall be final and binding on all parties. Neither we, nor any of our affiliates or assignees, nor the exchange agent or any other person shall be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give notification. Any Outstanding Securities which have been tendered but which are withdrawn will be returned to the holder promptly after withdrawal.

Exchange Agent

The Chase Manhattan Bank has been appointed as exchange agent for the exchange of the Outstanding Securities. You should direct questions and requests for assistance with regard to these Exchange Securities, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery to the exchange agent addressed as follows:

THE CHASE MANHATTAN BANK

By Mail:

P.O. Box 2320
Dallas, TX 75221-2320
Attn: Events

By Hand Delivery or Overnight Courier:

2001 Bryan Street, 9th Floor
Dallas, TX 75201
Attn: Events

By Facsimile Transmission:

(214) 468-6494

For Information or Confirmation by Telephone:

(800) 275-2048

Delivery of a letter of transmittal to any address or facsimile number other than one set forth above will not constitute a valid delivery.

Fees and Expenses

We will bear the expense of soliciting tenders. The solicitation is being made principally by mail. However, solicitations also may be made by facsimile, telephone or in person by our officers and regular employees of our affiliates. We will not pay any additional compensation to any of these officers and employees for soliciting tenders.

We have not retained any dealer-manager or other soliciting agent in connection with the exchange offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We, however, will pay the exchange agent reasonable and customary fees for their services and will reimburse them for their reasonable out-of-pocket expenses in connection with the exchange. We will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, the letter of transmittal and related documents to the beneficial owners of the Outstanding Securities and in handling or forwarding tenders for exchange.

We will pay all the cash expenses to be incurred by us in connection with the exchange offer, including fees and expenses of the exchange agent and the indenture trustee, accounting and legal fees. We will not, however, pay the costs incurred by a holder in delivering its Outstanding Securities to the exchange agent or any underwriting fees, commissions or transfer taxes.

Transfer Taxes

Holders who tender their Outstanding Securities for exchange will not be required to pay any transfer taxes. However, holders who instruct us to register Exchange Securities in the name of, or request that Outstanding Securities not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder will be required to pay any applicable transfer tax.

Consequences Of Failure To Exchange

If you do not exchange your Outstanding Securities for Exchange Securities, you will remain subject to the restrictions on transfer of the Outstanding Securities:

- as set forth in the legend printed on the Outstanding Securities as a consequence of the issuance of the Outstanding Securities pursuant to the exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws; and

- otherwise set forth in the offering circular distributed in connection with the private offering of the Outstanding Securities.

In general, you may not offer or sell the Outstanding Securities unless the offer or sale is registered under the Securities Act or unless the offer or sale is exempt from registration under the Securities Act and applicable state securities laws. Completion of the exchange offer will satisfy most of our obligations under the registration rights agreement, and we do not intend to register resales of the Outstanding Securities under the Securities Act. Based on interpretations of the SEC, the Exchange Securities may be freely offered for resale, resold or otherwise transferred by their holders, subject to the limitations discussed under "--Resale of Exchange Securities" and "Plan of Distribution."

Accounting Treatment

The Exchange Securities will generally be recorded at the same carrying value as the Outstanding Securities as reflected in our accounting records on the date of the exchange because the exchange of the

Outstanding Securities for the Exchange Securities is the completion of the selling process contemplated in the issuance of the Outstanding Securities. Accordingly, we will not recognize any gain or loss for accounting purposes. We will amortize the expenses of the exchange offer and the unamortized expenses related to the issuance of the Outstanding Securities over the term of the Exchange Securities.

Use of Proceeds

We will not receive any cash proceeds from the issuance of the Exchange Securities offered in this prospectus. In consideration for issuing the Exchange Securities, we will receive the corresponding Outstanding Securities. Outstanding Securities surrendered in exchange for Exchange Securities will be retired and canceled and cannot be reissued. The issuance of the Exchange Securities will not result in a change in our indebtedness.

Other Matters

Participation in the exchange offer is voluntary and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your decisions on what action to take.

No person has been authorized to give any information or to make any representations in connection with the exchange offer other than those contained in this prospectus. If any such information or representations are given or made, they should not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any exchange made hereunder shall, under any circumstances, create any implication that there has been no change in our affairs since the dates as of which information is given. The exchange offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Outstanding Securities in any jurisdiction in which the making of the exchange offer or its acceptance would not be in compliance with the laws of such jurisdiction. However, we may, at our discretion, take such action as we may deem necessary to make the exchange offer in any such jurisdiction and extend the exchange offer to holders of Outstanding Securities in such jurisdiction.

As a result of the making of the exchange offer, we will have fulfilled a covenant contained in the registration rights agreement. Holders of the Outstanding Securities to which the registration rights agreement apply who do not tender their Outstanding Securities in the exchange offer will continue to hold Outstanding Securities and will be entitled to all the rights and limitations applicable under the indenture except for certain rights under the registration rights agreement. All untendered Outstanding Securities will continue to be subject to the restrictions on transfer set forth in the indenture and the Outstanding Securities.

DESCRIPTION OF THE SECURITIES

Northrop Systems issued the Outstanding Securities, and will issue the Exchange Securities, as separate series under an Indenture entered into as of October 15, 1994 between Northrop Systems and The Chase Manhattan Bank as trustee, as supplemented by a board resolution with respect to the Securities. We refer to the indenture, as amended and supplemented, as the "Indenture." Pursuant to guarantees which the guarantors have issued and delivered to the indenture trustee, the guarantors have guaranteed the Outstanding Securities and will guarantee the Exchange Securities at the time of issuance of the Exchange Securities. This section summarizes the material provisions of the Securities, the guarantees and the Indenture but does not contain a complete description of them. The description of the Securities is qualified in its entirety by the provisions of the Indenture and the guarantees. A copy of the Indenture, the guarantees and certain other information regarding Northrop Systems, Northrop Grumman and Litton is available as set forth under "Where You Can Find More Information." Capitalized terms used and not otherwise defined in the following discussion are defined below under "--Certain Definitions." In this description, the words "Northrop Systems" refer only to Northrop Grumman Systems Corporation and not to any of its subsidiaries.

General

The Exchange Securities:

- will be senior unsecured obligations of Northrop Systems;
- will be equal in right of payment to any existing and future senior unsecured debt of Northrop Systems; and
- will be guaranteed by Northrop Grumman and Litton.

We refer to each of Northrop Grumman and Litton as a "guarantor" and collectively as the "guarantors." Each guarantor will guarantee the Exchange Securities and each such guarantee will be:

- a senior unsecured obligation of the guarantor; and
- equal in right of payment to any other existing and future senior unsecured debt of the guarantor.

The aggregate principal amount of debt securities that Northrop Systems may issue under the Indenture is not limited. Northrop Systems may issue debt securities, including the Exchange Securities, under the Indenture from time to time in one or more series. The Indenture does not limit Northrop Systems' ability to incur indebtedness or require the maintenance of financial ratios or specified levels of net worth or liquidity. However, the Indenture restricts the ability of Northrop Systems and its Restricted Subsidiaries to enter into certain transactions. See "--Certain Covenants." The Indenture does not contain any provisions which would require Northrop Systems to repurchase or redeem or otherwise modify the terms of any of the Securities upon a change of control.

Principal, Maturity and Interest

Northrop Systems will issue the Exchange Notes and Exchange Debentures as separate series, in denominations of $1,000 and any integral multiple of $1,000. The 7 1/8% Exchange Notes will mature on February 15, 2011, and the 7 3/4% Exchange Debentures will mature on February 15, 2031.

The 7 1/8% Exchange Notes and the 7 3/4% Exchange Debentures are being offered in the principal amounts of $750,000,000, and $750,000,000, respectively.

Interest on the Exchange Securities will be payable semiannually in arrears on February 15 and August 15 commencing on August 15, 2001. Northrop Systems will make each interest payment to the holders of record of the Exchange Securities on the immediately preceding February 1 and August 1.

Interest on the Exchange Securities will accrue from February 27, 2001. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Holders of Outstanding Securities accepted for exchange will be deemed to have waived the right to receive any payments in respect of interest on the Outstanding Securities accrued from February 27, 2001 to the date of issuance of the Exchange Securities and will receive interest for that period pursuant to the Exchange Securities.

Additional Securities

Northrop Systems may, without the consent of the holders of the Securities, create and issue additional securities ranking equally with the Securities in all respects, including having the same CUSIP number, so that such additional securities, as applicable, shall be consolidated and form a single series of securities with the Securities offered hereby and shall have the same terms as to status, redemption or otherwise as the securities of that series. No additional securities may be issued if an Event of Default has occurred and is continuing with respect to the Securities.

Guarantees

Northrop Grumman and Litton fully and unconditionally guaranteed, jointly and severally, all of the obligations of Northrop Systems under the Outstanding Securities and will guarantee, in the same manner, all of the obligations of Northrop Systems under the Exchange Securities, including the punctual payment of the principal of, any premium and interest (including additional interest) on the Exchange Securities. In addition, if a direct or indirect significant subsidiary, as that term is defined for purposes of Regulation S-X as adopted by the SEC, of Northrop Grumman enters into a guarantee of the New Credit Facilities (or any replacement facility), then such subsidiary shall execute a guarantee of the Exchange Securities substantially similar to the guarantee of Northrop Grumman provided that such guarantee is not otherwise prohibited by the terms of the Indenture. The obligation of each guarantor under its guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law.

Without the consent of the holders of the Securities, a guarantor may not consolidate with or merge into another entity, or convey, transfer or lease its properties and assets substantially as an entirety to any entity unless:

- any successor entity is a corporation, partnership or trust organized and validly existing under the laws of the United States or any state thereof;
- the successor entity assumes the guarantor's obligations under the guarantee;
- after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing; and
- the guarantor delivers to the indenture trustee certificates and opinions to the effect that the transaction complies with the Indenture.

Upon any such consolidation or merger or conveyance, transfer or lease of the properties and assets of a guarantor substantially as an entirety, the successor entity will succeed to, and be substituted for, such guarantor and the guarantee, and the guarantor, except in the case of a lease, will be relieved of all obligations and covenants under the guarantee.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfers laws, each of the guarantees could be voided or claims in respect of a guarantee could be subordinated to all other debts of the guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of its guarantee and was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction for which such guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by a guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, the guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, were greater than the fair saleable value of all of its assets;

- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

Optional Redemption

Northrop Systems may redeem all or part of the Securities at any time at its option at a redemption price equal to the greater of (1) the principal amount of the Securities being redeemed plus accrued and unpaid interest to the redemption date or (2) the Make-Whole Amount for the Securities being redeemed.

As used in this prospectus:

"Make Whole Amount" means the sum, as determined by a Quotation Agent, of the present values of the principal amount of the Securities to be redeemed, together with scheduled payments of interest (exclusive of interest to the redemption date) from the redemption date to the maturity date of the Securities being redeemed, in each case discounted to the redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate, plus accrued and unpaid interest on the principal amount of the Securities being redeemed to the redemption date.

"Adjusted Treasury Rate" means, with respect to any redemption date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Securities of the series being redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, in each case calculated on the third business day preceding the redemption date, plus .25% for the Exchange Notes due 2011 and .30% for the Exchange Debentures due 2031.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term from the redemption date to the maturity date of the Securities being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities.

"Comparable Treasury Price" means, with respect to any redemption date, if clause (ii) of the Adjusted Treasury Rate is applicable, the average of three, or such lesser number as is obtained by the indenture trustee, Reference Treasury Dealer Quotations for such redemption date.

"Quotation Agent" means the Reference Treasury Dealer selected by the indenture trustee after consultation with Northrop Systems.

"Reference Treasury Dealer" means any of Chase Securities, Inc. and Credit Suisse First Boston Corporation, and their respective successors and assigns, and one other nationally recognized investment banking firm selected by Northrop Systems that is a primary U.S. Government securities dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the indenture trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the indenture trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

Selection and Notice of Redemption

If Northrop Systems is redeeming less than all the Securities in a series at any time, the indenture trustee will select Securities to be redeemed using a method it considers fair and appropriate.

Northrop Systems will redeem Securities in increments of $1,000. Northrop Systems will cause notices of redemption to be mailed by first class mail at least 30 but not more than 60 days before the redemption date of each holder of Securities to be redeemed at its registered address. However, Northrop Systems will not know the exact redemption price until three business days before the redemption date. Therefore, the notice of redemption will only describe how the redemption price will be calculated.

If any Security is to be redeemed in part only, the notice of redemption that relates to that Security will state the portion of the principal amount thereof to be redeemed. We will issue a Security in principal amount equal to the unredeemed portion of the original Security in the name of the holder thereof upon cancellation of the original Security. Securities called for redemption will become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on Securities or portions of them called for redemption.

Consolidation, Merger and Sale of Assets

Northrop Systems, without the consent of the holders of any of the Securities under the Indenture, may consolidate with or merge into, or convey, transfer or lease its properties and assets substantially as an entirety to any entity, and may permit any entity to merge into, or convey, transfer or lease substantially all of its properties and assets to Northrop Systems, on the condition that:

- any successor entity must be a corporation, partnership or trust organized and validly existing under the laws of the United States or any state thereof;
- the successor entity must assume Northrop Systems' obligations on the Securities and under the Indenture;
- after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing; and
- Northrop Systems delivers to the indenture trustee certificates and opinions to the effect that the transaction complies with the Indenture.

Upon any such consolidation or merger into any other entity or any conveyance, transfer or lease of the properties and assets of Northrop Systems substantially as an entirety, the successor entity will succeed to, and be substituted for, Northrop Systems under the Indenture, and Northrop Systems, except in the case of a lease, will be relieved of all obligations and covenants under the Indenture and the Securities.

Certain Covenants

Limitations on Liens. Northrop Systems will not create, incur, assume or guarantee, and will not permit any Restricted Subsidiary to create, incur, assume or guarantee, any debt secured by a mortgage, security interest, pledge, charge or similar encumbrance upon a Principal Property of Northrop Systems or any Restricted Subsidiary or upon any shares of stock or debt of any Restricted Subsidiary without also securing the

Securities and other outstanding debt securities issued pursuant to the Indenture equally and ratably with the new debt. The foregoing restriction, however, does not apply to:

- encumbrances on property, shares of stock or indebtedness of any corporation existing at the time the corporation becomes a Restricted Subsidiary;
- encumbrances on property existing at the time Northrop Systems or a Restricted Subsidiary acquired the property or encumbrances to secure all or part of the purchase price of the acquired property;
- encumbrances to secure any debt incurred prior to, at the time of, or within 180 days after, the acquisition, completion of construction (including improvements on existing property) or commencement of full operation of the property to finance all or part of the purchase price of the property, or construction of improvements on the property;
- encumbrances to secure debt of a Restricted Subsidiary owed to Northrop Systems or another Restricted Subsidiary;
- encumbrances existing on October 15, 1994;
- encumbrances on property of a corporation existing at the time that corporation is merged into or consolidated with Northrop Systems or a Restricted Subsidiary or at the time of a sale, lease, or other disposition of properties of a corporation as an entirety or substantially as an entirety to Northrop Systems or a Restricted Subsidiary;
- encumbrances on property of Northrop Systems or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any department, agency, instrumentality or political subdivision thereof, to secure any payments pursuant to any contract or statute or to secure any debt incurred or guaranteed for the purpose of financing all or part of the purchase price or the cost of construction of the property subject to such encumbrances (such as encumbrances incurred in connection with pollution control bonds, industrial revenue bonds or similar financings); or
- extensions, renewals or replacements of any encumbrances referred to in the foregoing bullet points.

Notwithstanding the restrictions outlined in the preceding paragraph, Northrop Systems or any Restricted Subsidiary may create, incur, assume or guarantee any debt secured by an encumbrance without equally and ratably securing the Securities and the other outstanding debt securities issued pursuant to the Indenture if, after giving effect to the new debt, the aggregate amount of all debt (other than the Securities and the other outstanding debt securities issued under the Indenture) secured by encumbrances (not including encumbrances permitted under the bullet points above) does not exceed the greater of $300,000,000 or 10% of Consolidated Net Tangible Assets.

Sale and Leaseback Arrangements. Northrop Systems will not, and will not permit any Restricted Subsidiary to, enter into any arrangement with a person that provides for the leasing to Northrop Systems or any Restricted Subsidiary of certain property (other than any such transaction involving a lease for a term of not more than three years or an intercompany transaction) which has been or will be sold or transferred by Northrop Systems or the Restricted Subsidiary to such person, unless either:

- Northrop Systems or the Restricted Subsidiary would be entitled to create, incur, assume or guarantee debt secured by an encumbrance on the Principal Property at least equal in amount to the Attributable Debt with respect to such arrangement, without equally and ratably securing the Securities and the other outstanding debt securities issued under the Indenture if the Attributable Debt is deemed to be debt subject to the provisions of the second paragraph under "--Certain Covenants--Limitations on Liens" above; or
- Northrop Systems applies an amount equal to the greater of the net proceeds of the sale or the Attributable Debt with respect to the arrangement to the retirement of debt of Northrop Systems or any

Restricted Subsidiary that matures at or is extinguishable or renewable at the option of the obligor to a date more than twelve months after the creation of the debt.

Funded Debt of Restricted Subsidiaries. No Restricted Subsidiary may issue, assume or guarantee any Funded Debt unless the aggregate amount of all Funded Debt of all Restricted Subsidiaries (excluding Funded Debt permitted by the clauses below) does not exceed 10% of Consolidated Net Tangible Assets. This limitation will not apply to:

- any Funded Debt owed to Northrop Systems or a Restricted Subsidiary;
- Funded Debt existing on October 15, 1994, and extensions, renewals or replacements thereof;
- Funded Debt secured by an encumbrance permitted as described in the bullet points listed under "-- Certain Covenants--Limitations on Liens" above;
- any guarantee by a Restricted Subsidiary of Funded Debt of Northrop Systems incurred in connection with the acquisition of the Restricted Subsidiary; and
- Funded Debt of a corporation outstanding at the time the corporation first becomes a Restricted Subsidiary.

Events of Default

Each of the following events constitute an "Event of Default" under the Indenture with respect to each series of Securities:

- Northrop Systems fails to pay the principal of or any premium on any Security of that series when due, whether at maturity or otherwise;
- Northrop Systems fails to pay any interest on any Security of that series when due, and the failure continues for 30 days;
- Northrop Systems fails to perform any other of its covenants or agreements in the Indenture or in the Security of that series (other than a covenant or agreement included in the Indenture solely for the benefit of a series other than that series), and the failure continues for 90 days after written notice has been given by the indenture trustee, or by the holders of at least 10% in principal amount of the outstanding Securities of that series, as provided in the Indenture;
- certain events in bankruptcy, insolvency or reorganization; and
- except as permitted by the Indenture or the guarantee, any guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any guarantor, or any entity or person acting on behalf of any guarantor, shall deny or disaffirm its obligations under such guarantor's guarantee.

If an Event of Default (other than an Event of Default described in the fourth bullet point above) with respect to the Securities of any series at the time outstanding occurs and is continuing, either the indenture trustee or the holders of at least 25% in aggregate principal amount of the outstanding Securities of that series may declare the principal amount of the Securities of that series due and payable immediately. If an Event of Default described in the fourth bullet point above occurs, the principal amount of all the Securities will automatically, and without any action by the indenture trustee or any holder, become immediately due and payable. At any time after the holders of the Securities of a series declare that the Securities of that series are due and immediately payable, a majority in principal amount of the outstanding holders of Securities of that series may, under certain circumstances, rescind and cancel the declaration and its consequences:

- before the indenture trustee has obtained a judgment or decree for money; and
- if all Events of Default, other than the non-payment of accelerated principal or other specified amounts, have been waived or cured as provided in the Indenture.

For information as to waiver of defaults, see "--Modification and Waiver."

Subject to the provisions of the Indenture relating to the duties of the indenture trustee in case an Event of Default occurs and is continuing, the indenture trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders, unless the holders have offered to the indenture trustee indemnity satisfactory to it. Subject to the provisions for the indemnification of the indenture trustee, the holders of a majority in aggregate principal amount of the outstanding Securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the indenture trustee or exercising any trust or power conferred on the indenture trustee with respect to the Securities of that series.

No holder of a Security of any series will have any right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or a trustee, or for any other remedy under the Indenture, unless:

- the holder has previously given to the indenture trustee written notice of a continuing Event of Default with respect to the Securities of that series;
- the holders of at least 25% in aggregate principal amount of the outstanding Securities of that series have requested in writing that the indenture trustee institute a proceeding, and the holder or holders have offered indemnity satisfactory to it to the indenture trustee to institute the proceeding; and
- the indenture trustee has failed to institute the proceeding, and has not received from the holders of a majority in aggregate principal amount of the outstanding Securities of that series a direction inconsistent with the request, within 60 days after such notice, request and offer.

These limitations do not apply to a suit instituted by a holder of a Security for the enforcement of payment of the principal of or any premium or interest on a Security on or after the applicable due date specified in the Security.

Northrop Systems is required to furnish to the indenture trustee annually a written statement by certain of its officers as to whether or not Northrop Systems is, to the knowledge of the officers, in default in the performance or observance of any of the terms, provisions and conditions of the Indenture and, if so, specifying all the known defaults.

Modification and Waiver

Northrop Systems and the indenture trustee may modify or amend the Indenture with the consent of the holders of a majority in aggregate principal amount of each series of the outstanding Securities issued under the Indenture and affected by such modification or amendment.

Without the consent of the holders of the Securities, Northrop Systems and the indenture trustee may modify or amend the Indenture for any of the following purposes:

- to evidence the succession of another person as obligor under the Indenture;
- to add to covenants of Northrop Systems or to surrender any right or power conferred on Northrop Systems under the Indenture;
- to add Events of Default;
- to secure the debt securities issued under the Indenture;
- to evidence or provide for the acceptance or appointment by a successor indenture trustee or facilitate the administration of the trusts under the Indenture by more than one indenture trustee;
- to cure any ambiguity, defect or inconsistency in the Indenture (so long as the cure or modification does not adversely affect the interest of the holders of the Securities in any material respect);

- to facilitate the issuance of debt securities under the Indenture in bearer or uncertificated form;

- to establish the terms of new series of debt securities or to modify provisions applicable to a series of debt securities not then outstanding; or

- to add provisions with respect to conversion.

The consent of each holder of an outstanding Security affected thereby is required if an amendment or modification would:

- change the stated maturity of the principal of, or any installment of principal of or interest on, any Security;

- reduce the principal amount of, or any premium or interest on, any Security;

- reduce the amount of principal of any Security payable upon acceleration of the maturity thereof;

- change the place or currency of payment of principal of, or any premium or interest on, any Security;

- impair the right to institute suit for the enforcement of any payment on or with respect to any Security;

- reduce the percentage in principal amount of outstanding Securities of any series, the consent of whose holders is required for modification or amendment of the Indenture;

- modify the obligations of a guarantor under its guarantee in a manner adverse to the interests of the holders of the Securities;

- reduce the percentage in principal amount of outstanding Securities of any series necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults; or

- modify such provisions with respect to modification and waiver.

The holders of a majority in principal amount of the outstanding Securities of any series may waive compliance by Northrop Systems with certain restrictive provisions of the Indenture and, if applicable, the Securities. The holders of a majority in principal amount of the outstanding Securities of any series may waive any past default under the Indenture, except a default in the payment of principal, premium or interest and certain covenants and provisions of the Indenture and, if applicable, such Securities which may not be amended without the consent of the holder of each outstanding Security of such series affected.

Outstanding Securities

The Indenture provides that in determining whether the holders of the requisite principal amount of the outstanding Securities have given or taken any direction, notice, consent, waiver or other action under the Indenture and, if applicable, the Securities, as of any date, Securities for whose payment or redemption money has been deposited or set aside in trust for the holders and those that have been fully defeased, will not be deemed to be outstanding. In addition, Securities owned by Northrop Systems or any of its affiliates will not be deemed to be outstanding.

Defeasance and Covenant Defeasance

Upon deposit with the indenture trustee (or other qualifying trustee), in trust for such purpose, money or U.S. Government obligations, or both, which will provide money in an amount sufficient to pay the principal of and interest on the Securities, Northrop Systems may elect either:

- to defease and be discharged from any and all its obligations with respect to the Securities and the Indenture and have the obligations of each guarantor discharged with respect to its guarantee, except for the rights of holders of Securities to receive payments on the Securities solely from the trust fund established pursuant to the Indenture and the obligations to exchange or register the transfer of the

Securities, to replace temporary or mutilated, destroyed, lost or stolen Securities, to maintain an office or agency with respect to the Securities and to hold moneys for payment in trust ("defeasance"); or

- to be released from its obligations with respect to the Securities concerning restrictive covenants which are subject to covenant defeasance, and the occurrence of certain Events of Default with respect to such restrictive covenants shall no longer be an Event of Default with respect to Northrop Systems or any guarantor ("covenant defeasance").

As a condition to defeasance or covenant defeasance, Northrop Systems must deliver to the indenture trustee an opinion of counsel (as specified in the Indenture) stating that holders of the Securities will not recognize gain or loss for federal income tax purposes as a result of the defeasance or covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if Northrop Systems did not elect the defeasance or covenant defeasance. Northrop Systems may exercise its defeasance option with respect to the Securities notwithstanding its prior exercise of its covenant defeasance option. If Northrop Systems exercises its defeasance option, payment of the Securities may not be accelerated by reference to the covenants noted under the second bullet point above. If Northrop Systems does not comply with its remaining obligations after exercising its covenant defeasance option and the Securities are declared due and payable because of the occurrence of any Event of Default, the amount of money and U.S. Government obligations on deposit in the defeasance trust may be insufficient to pay amounts due on the Securities at the time of the acceleration. However, Northrop Systems and the guarantors will remain liable for such payments.

Certain Definitions

"Attributable Debt" when used in connection with a sale and leaseback transaction referred to above shall mean, at the time of determination, the lesser of (a) he fair value of the property (as determined by the Board of Directors of Northrop Systems) or (b) he present value (discounted at the rate implicit in the terms of the relevant lease) of the obligation of the lessee for net rental payments during the remaining term of the lease (including any period for which such lease has been extended).

"Consolidated Net Tangible Assets" means, as of any particular time, the aggregate amount of assets (less applicable reserves and other properly deductible items) minus (a) all current liabilities except for (i) notes and loans payable, (ii) current maturities of long-term debt, (iii) current maturities of obligations under capital leases and (iv) deferred income taxes, and (b) all goodwill, tradenames, trademarks, patents, unamortized debt discount and expenses (to the extent included in said aggregate amount of assets) and other like intangibles, all as set forth on the most recent quarterly or annual consolidated balance sheet of Northrop Systems and its consolidated subsidiaries and computed in accordance with generally accepted accounting principles.

"Funded Debt" means any debt or guarantee of debt, whether or not secured, maturing more than one year from the date of its creation. Funded Debt includes any debt or guarantee of debt renewable or extendable at the option of the obligor to a date more than one year from the date of original issuance of the debt or guarantee, but does not include any portion of such debt or guarantee which is included in current liabilities.

"Principal Property" means any manufacturing plant or manufacturing facility which is (i) owned by Northrop Systems or any Restricted Subsidiary and (ii) located within the continental United States of America, except any plant which, in the opinion of the Board of Directors, is not of material importance to the total business conducted by Northrop Systems and the Restricted Subsidiaries taken as a whole.

"Restricted Subsidiary" means any subsidiary of Northrop Systems except any subsidiary substantially all the assets of which are located, or substantially all of the business of which is carried on, outside of the United States of America, or any subsidiary substantially all of the assets of which consists of stock or other securities of such a subsidiary.

Book-Entry Issuance; Depository Procedures

Northrop Systems will issue the Exchange Securities as "global securities."

The Depository Trust Company ("DTC") will act as the depositary for the global securities. Northrop Systems will issue global securities as fully registered securities registered in the name of DTC's nominee, Cede & Co. Northrop Systems will issue one or more fully registered global securities for Exchange Securities and will deposit the global securities with DTC.

The following description of the operations and procedures of DTC are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. Northrop Systems takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised Northrop Systems that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised Northrop Systems that, pursuant to procedures established by it:

(1) upon deposit of the global securities, DTC will credit the accounts of Participants with portions of the principal amount of the global securities; and

(2) ownership of these interests in the global securities will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the global securities).

Investors in the global securities who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in the global securities who are not Participants may hold their interests therein indirectly through organizations which are Participants in such system. Euroclear System ("Euroclear") and Clearstream Bank, S.A. ("Clearstream") are indirect participants in DTC. Investors that are originally required to hold Outstanding Securities consisting of Regulation S Global Securities for a restricted period only through Euroclear or Clearstream may now also hold interests in the Global Securities through Participants in the DTC system other than Euroclear and Clearstream. All interests in a global security, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a global security to such Persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a Person having beneficial interests in a global security to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interest in the global securities will not have Exchange Securities registered in their names, will not receive physical delivery of Exchange Securities in certificated form and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium and additional interest, if any, on a global security registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, Northrop Systems and the indenture trustee will treat the Persons in whose names the Securities, including the global securities, are registered as the owners of the Securities for the purpose of receiving payments and for all other purposes. Consequently, neither Northrop Systems, the indenture trustee nor any agent of Northrop Systems or the indenture trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the global securities or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the global securities; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised Northrop Systems that its current practice, upon receipt of any payment in respect of securities such as the Securities (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Securities will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the indenture trustee or Northrop Systems. Northrop Systems understands that under existing industry practice, if Northrop Systems requests any action of Holders of Securities or a Holder that is an owner of a beneficial interest in a global security desires to take any action, that DTC, as the Holder of the global security, is entitled to take, then DTC would authorize the Participants to take the action and the Participants would authorize Holders owning through Participants to take the action or would otherwise act upon the instruction of the Holders. Neither Northrop Systems nor the indenture trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Securities, and Northrop Systems and the indenture trustee may conclusively rely on and will be fully protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global security in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the global securities among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither Northrop Grumman nor the indenture trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

DTC may discontinue providing its services as securities depositary with respect to the global securities at any time by giving reasonable notice to Northrop Systems or the indenture trustee. Under such circumstances, in the event that a successor securities depositary is not obtained, certificates for the securities are required to be printed and delivered.

Northrop Systems may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depositary). In that event, certificates for the securities will be printed and delivered.

Certificated Securities

Subject to certain conditions, the Securities represented by the Global Securities are exchangeable for certificated Securities of the same series in definitive form of like tenor in denominations of $1,000 and integral multiples thereof if:

- DTC notifies Northrop Systems that it is unwilling or unable to continue as depositary for the global securities or the depositary ceases to be a clearing agency registered under the Exchange Act and, in either case, Northrop Systems is unable to locate a qualified successor within 90 days;

- Northrop Systems in its discretion at any time determines not to have all or any of the Securities represented by a global security; or

- a default entitling the holders of the Securities to accelerate the maturity thereof has occurred and is continuing.

Any Security that is exchangeable as above is exchangeable for certificated Securities of the same series as issuable in authorized denominations and registered in such names as DTC shall direct. Subject to the foregoing, the Global Securities are not exchangeable, except for Global Securities of the same aggregate denomination to be registered in the name of the depositary or its nominee.

Same Day Settlement and Payment

Northrop Systems will make payments in respect of the Securities represented by the Global Securities (including principal, premium, if any, interest, additional interest, if any) by wire transfer of immediately available funds to the accounts specified by the Global Security holder. Northrop Systems will make all payments of principal, interest and premium and additional interest, if any, with respect to certificated Securities by wire transfer of immediately available funds to the accounts specified by the holders of the certificated Securities or, if no such account is specified, by mailing a check to each such holder's registered address. The Securities represented by the Global Securities are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Securities will, therefore, be required by DTC to be settled in immediately available funds. Northrop Systems expects that secondary trading in any certificated Securities will also be settled in immediately available funds.

Governing Law

The Indenture, the Exchange Securities and the guarantees will be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws.

Information Regarding the Indenture Trustee

The Chase Manhattan Bank is the indenture trustee under the Indenture. The indenture trustee or its affiliates perform certain commercial banking services for Northrop Systems in the ordinary course of business. The indenture trustee is also a co-agent and lender with respect to Northrop Systems' existing credit facilities. The indenture trustee may be deemed to have a conflicting interest and may be required to resign as indenture trustee if at the time of a default under the Indenture it is a creditor of Northrop Systems. Notices to the indenture trustee should be directed to Institutional Trust Services, 450 West 33rd Street, 15th Floor, New York, NY 10001.

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS

The following summary describes certain United States federal income tax consequences of the purchase, ownership and disposition of the Securities as of the date hereof. Except where noted, it deals only with Securities held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended, does not deal with special situations, such as those of dealers in securities or currencies, financial institutions, tax-exempt entities, life insurance companies, persons holding Securities as a part of a hedging or conversion transaction or a straddle or persons whose functional currency is not the United States dollar. In addition, this discussion does not address the tax consequences to persons who purchase Securities other than pursuant to their initial issuance and distribution. Furthermore, the discussion below is based upon the provisions of the Code, final and proposed Treasury regulations under the Code, and administrative rulings and judicial decisions as of the date of this prospectus. Such authorities may be repealed, revoked or modified at any time, with either forward-looking or retroactive effect, which could result in United States federal income tax consequences being different from those discussed below.

PROSPECTIVE PURCHASERS OF SECURITIES ARE ADVISED TO CONSULT THEIR TAX ADVISORS AS TO THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SECURITIES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, AS WELL AS THE EFFECT OF ANY STATE, LOCAL OR OTHER TAX LAWS.

As used in this prospectus, a "United States Holder" means a beneficial owner of a Security that is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof, an estate, the income of which is subject to United States federal income taxation regardless of its source, or a trust, the administration of which is subject to the primary supervision of a court within the United States and for which one or more United States persons have the authority to control all substantial decisions. As used herein, the term "Non-United States Holder" means a beneficial owner of a Security that is not a United States Holder.

United States Holders

Payments of Interest

Stated interest on a Security will generally be taxable to a United States Holder as ordinary income at the time it is paid or accrued in accordance with the United States Holder's method of accounting for tax purposes.

Exchange Offer

The exchange of an Outstanding Security for an Exchange Security pursuant to the exchange offer will not constitute a "significant modification" of the Outstanding Security for the United States federal income tax purposes and, accordingly, the Exchange Security received will be treated as a continuation of the Outstanding Security in the hands of a holder. As a result, (i) a United States Holder will not recognize taxable gain or loss as a result of exchanging Outstanding Securities for Exchange Securities pursuant to the Registered Exchange Offer, (ii) the holding period of the Exchange Securities will include the holding period of the Outstanding Securities exchanged therefor; and (iii) the adjusted tax basis of the Exchange Securities will be the same as the adjusted tax basis of the Outstanding Securities exchanged therefor immediately before such exchange.

Sale, Exchange and Redemption of the Securities

Upon the sale, exchange or redemption of a Security, a United States Holder will recognize gain or loss equal to the difference between (1) the amount realized upon the sale, exchange or redemption, other than amounts attributable to accrued but unpaid interest, and (2) such holder's adjusted tax basis in the Security. Any amount attributable to accrued but unpaid interest on the Note will be treated in the same manner as

payments of interest made to such holder, as described above. A United States Holder's adjusted tax basis will be, in general, its initial purchase price for the Security, net of accrued interest. Such gain or loss will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or redemption, the Security has been held for more than one year. Under current law, the deductibility of capital losses is subject to limitations. The net capital gains of individuals are taxed at lower rates than ordinary income.

Non-United States Holders

The following is a general discussion of certain United States federal income and estate tax consequences of the acquisition, ownership and disposition of Securities by a Non-United States Holder. This discussion is based upon the United States federal tax law now in effect, which is subject to change, possibly retroactively. The tax treatment of the holders of each series of Securities may vary depending upon their particular situations. Certain holders (including insurance companies, tax exempt organizations, financial institutions and broker-dealers) may be subject to special rules not discussed below. Prospective investors are urged to consult their tax advisors regarding the United States federal tax consequences of acquiring, holding and disposing of Securities, as well any tax consequences that may arise under the laws of any foreign, state, local or other taxing jurisdiction.

Payments of Interest

Subject to the discussion below concerning backup withholding, no withholding of United States federal income tax will be required with respect to the payment by Northrop Systems or any paying agent of principal or interest on a Security held by a Non-United States Holder, provided that the beneficial owner (1) does not actually or constructively own 10% or more of the total combined voting power of all classes of Northrop Systems' stock entitled to vote within the meaning of Section 871(h)(3) of the Code and the regulations thereunder; (2) is not a controlled foreign corporation related, directly or indirectly, to Northrop Systems through stock ownership; (3) is not a bank whose receipt of interest on a Security is described in Section 881(c)(3)(A) of the Code; and (4) satisfies the statement requirement, described generally below, set forth in Section 871(h) and Section 881(c) of the Code and the regulations thereunder.

To satisfy the requirement referred to in clause (4) above, the beneficial owner of a Security, or a financial institution holding the Security on behalf of such owner, must provide, in accordance with specified procedures, Northrop Systems or Northrop Systems' paying agent with a statement to the effect that the beneficial owner is not a U.S. person. These requirements will be met if (1) the beneficial owner provides his name and address, and certifies, under penalties of perjury, that he is not a U.S. person, which certification may be made on an IRS Form W-8BEN; or (2) a financial institution holding the Security on behalf of the beneficial owner certifies, under penalties of perjury, that such statement has been received by it and furnishes a paying agent with a copy thereof.

In the event that any of the above requirements are not satisfied, Northrop Systems will nonetheless not withhold federal income tax on interest paid to a Non-United States Holder if it receives IRS Form W-8ECI from that Non-United States Holder, establishing that such income is effectively connected with the conduct of a trade or business in the United States, unless Northrop Systems has knowledge to the contrary. Interest paid to a Non-United States Holder that is effectively connected with the conduct by the holder of a trade or business in the United States is generally taxed at graduated rates that are applicable to U.S. persons. In the case of a Non-United States Holder that is a corporation, such effectively connected income may also be subject to the United States federal branch profits tax, which is generally imposed on a foreign corporation on the deemed repatriation from the United States of effectively connected earnings and profits, at a 30% rate, unless the rate is reduced or eliminated by an applicable income tax treaty and the Non-United States Holder is a qualified resident of the treaty country.

Sale, Exchange and Redemption of the Securities

A Non-United States Holder will generally not be subject to United States federal income tax with respect to gain recognized on a sale, exchange or redemption of a Security unless (1) the gain is effectively connected with a trade or business of the Non-United States Holder in the United States; (2) in the case of a Non-United States Holder who is an individual and holds the Security as a capital asset, such holder is present in the United States for 183 or more days in the taxable year of the sale or other disposition and certain other conditions are met; (3) Northrop Systems is or has been a "United States real property holding corporation" for United States federal income tax purposes; or (4) the Non-United States Holder is subject to tax pursuant to certain provisions of the Code applicable to United States expatriates. However, any amount attributable to accrued but unpaid interest on the Security will be treated in the same manner as payments of interest made to such Non-United States Holder, as described above.

Gain derived by a Non-United States Holder from the sale or other disposition of a Security that is effectively connected with the conduct by the holder of a trade or business in the United States is generally taxed at the graduated rates that are applicable to United States persons. In the case of a Non-United States Holder that is a corporation, such effectively connected income may also be subject to the United States branch profits tax. If any individual Non-United States Holder falls under clause (2) of the preceding paragraph, such holder will be subject to a flat 30% tax on the gain derived from the sale or other disposition, which may be offset by certain United States source capital losses recognized within the same taxable year as such sale or other disposition.

United States Federal Estate Tax Consequences

Securities held by an individual Non-Unites States Holder at the time of death will be included in the holder's gross estate for United States federal estate tax purposes, and may be subject to United States federal estate tax, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding

Payments of interest on, or the proceeds from the sale, retirement or other disposition of Securities are subject to information reporting unless the United States Holder establishes an exemption.

Payments of the interest on, or the proceeds from the sale, retirement, or other disposition of the Securities may be subject to "backup withholding" tax of 31% if the United States Holder, among other things, (1) fails to furnish his or her social security number or other taxpayer identification number, or TIN, to the payor responsible for backup withholding (for example, the United States Holder's securities broker) on Form W-9 or a substantially similar form signed under penalty of perjury, (2) furnishes such payor an incorrect TIN, (3) fails to provide such payor with a certified statement, signed under penalties of perjury, that the TIN provided to the payor is correct and that the United States Holder is not subject to backup withholding, or (4) fails to properly report interest and dividends on his tax return. Backup withholding does not apply to certain payments made to exempt recipients, such as corporations.

Non-United States Holders will not be subject to information reporting or backup withholding on payments made by Northrop Systems or its paying agent if a statement described in clause (4) under "--Non-United States Holders--Payment of Interest" has been received and the payor has no actual knowledge that the beneficial owner is a United States person.

In addition, backup withholding and information reporting will not apply to payments or principal, premium, if any, or interest on the Securities paid or collected by a foreign office of a custodian, nominee or other foreign agent on behalf of a Non-United States Holder, or if a foreign office of a broker pays the proceeds of the sale of Securities to a Non-United States Holder. If, however, such nominee, custodian, agent or broker is, for United States federal income tax purposes, a United States person, a controlled foreign corporation or a

foreign person that derives 50% or more of its gross income for certain periods from the conduct of a U.S. trade or business, or a foreign partnership with certain connections to the United States, such payments will be subject to information reporting unless (i) such custodian, nominee, agent or broker has documentary evidence that the beneficial owner is not a United States person and certain other conditions are met, or (ii) the beneficial owner otherwise establishes an exemption.

Payments of principal, premium, if any, or interest on the Securities paid to a Non-United States Holder by a United States office of a custodian, nominee or agent, or payment of the proceeds of a sale of Securities by the United States office of a broker will be subject to backup withholding and information reporting unless (i) the Non-United States Holder provides the statement described above that the holder is not a United States person and the payor does not have actual knowledge to the contrary, or (ii) the beneficial owner otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a credit or a refund against such holder's United States federal income tax liability, if certain required information is provided to the Internal Revenue Service.

PLAN OF DISTRIBUTION

This Exchange Offer is made to existing holders of the Outstanding Securities. Each broker-dealer that receives Exchange Securities for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those Exchange Securities. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Outstanding Securities where such Outstanding Securities were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2001, all dealers effecting transactions in Exchange Securities may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning the Securities Act.

For a period of 180 days after the expiration date we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the Outstanding Securities and Exchange Securities) other than commissions or concessions of any brokers or dealers and will indemnify the holders of Outstanding Securities and Exchange Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the Exchange Securities will be passed upon for Northrop Systems by Sheppard, Mullin, Richter & Hampton LLP, Los Angeles, California.

EXPERTS

The consolidated financial statements and related financial statement schedule incorporated in this prospectus by reference from Northrop Systems' Annual Report on Form 10-K/A for the year ended December 31, 2000 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information of Northrop Grumman for the period ended March 31, 2001 and Northrop Systems for the period ended March 31, 2000 which is incorporated herein by reference, Deloitte & Touche LLP have applied limited procedures in accordance with professional standards for a review of such information. However, as stated in their report included in Northrop Grumman's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their report on the unaudited interim financial information because such report is not a "report" or a "part" of the registration statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.

The consolidated financial statements incorporated in this prospectus by reference from Litton's Annual Report on Form 10-K for the year ended July 31, 2000 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

EXCHANGE AGENT

The exchange agent for the exchange offer is:

THE CHASE MANHATTAN BANK

By Mail:

P.O. Box 2320
Dallas, TX 75221-2320
Attn: Events

By Hand Delivery or Overnight Courier:

2001 Bryan Street, 9th Floor
Dallas, TX 75201
Attn: Events

By Facsimile Transmission:

(214) 468-6494

For Information or Confirmation by Telephone:

(800) 275-2048


[LOGO OF NORTHROP GRUMMAN]

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Northrop Systems. Section 145 of the DGCL, provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation--a "derivative action") if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe their conduct was unlawful.

A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's charter, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

As permitted by Section 145 of the DGCL, Article EIGHTEENTH of Northrop Systems' restated certificate of incorporation, as amended, provides:

"A director of the Corporation shall not be personally liable to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or to its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derives any improper personal benefit. If, after approval of this Article by the stockholders of the Corporation, the General Corporation Law of the State of Delaware is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. Any repeal or modification of this Article by the stockholders of the Corporation as provided in Article Seventeen hereof shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification."

Northrop Grumman. Article EIGHTEENTH of Northrop Grumman's restated certificate of incorporation, as amended, is identical to Article EIGHTEENTH of Northrop Systems' restated certificate of incorporation, as amended.

Northrop Systems and Northrop Grumman maintain insurance which insures directors and officers for acts committed in such capacities.

Litton. Litton's restated certificate of incorporation, as amended, provides that Litton may indemnify its agents to the maximum extent permitted under Delaware law, and Litton maintains insurance covering certain liabilities of the directors and officers of Litton and its subsidiaries.

ITEM 21. EXHIBITS

Exhibit Number	Description of Exhibit
4.1	Indenture dated as of October 15, 1994 (incorporated by reference to Form 8-K filed by Northrop Systems on October 25, 1994)
4.2	Form of Officer's Certificate (with forms of guarantees and forms of Securities attached) establishing the terms of Northrop Systems' 7 1/8% Exchange Notes due 2011 and 7 3/4% Exchange Debentures due 2031 (incorporated by reference to Form 8-K filed by Northrop Grumman on April 17, 2001)
4.3	Form of Northrop Systems' 7 1/8% Exchange Notes Due 2011
4.4	Form of Northrop Systems' 7 3/4% Exchange Debentures Due 2031
4.5	Registration Rights Agreement, dated February 27, 2001, among Northrop Systems and the initial purchasers named therein
5.1	Opinion of Sheppard, Mullin, Richter & Hampton, LLP
12.1	Statement regarding computation of earnings to fixed charges ratio
15.1	Letter from independent accountants regarding unaudited interim financial information
23.1	Consent of Deloitte & Touche LLP with respect to Northrop Systems
23.2	Consent of Deloitte & Touche LLP with respect to Litton
24.1	Power of Attorney
24.2	Power of Attorney
25.1	Form T-1 Statement of Eligibility and Qualification of the Chase Manhattan Bank, as trustee
99.1	Form of Letter of Transmittal
99.2	Form of Notice of Guaranteed Delivery
99.3	Form of Tender Instructions

ITEM 22. UNDERTAKINGS.

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment of this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimate maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities

offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the undersigned registrant's annual reports pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 23, 2001.

NORTHROP GRUMMAN SYSTEMS CORPORATION,
formerly Northrop Grumman Corporation

/s/ John H. Mullan
By: _____
Name: John H. Mullan
Title: Corporate Vice President, Secretary and Associate General Counsel

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of W. Burks Terry and John H. Mullan with full power to act alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* _____ Kent Kresa	Chairman of the Board, President and Chief Executive Officer and Director (Principal Executive Officer)	May 23, 2001
* _____ Richard B. Waugh, Jr.	Corporate Vice President and Chief Financial Officer (Principal Financial Officer)	May 23, 2001
* _____ Robert B. Spiker	Corporate Vice President and Controller (Principal Accounting Officer)	May 23, 2001
* _____ Lewis W. Coleman	Director	May 23, 2001
* _____ John T. Chain, Jr.	Director	May 23, 2001

Signature	Title	Date
*	Director	May 23, 2001
Vic Fazio		
*	Director	May 23, 2001
Phillip Frost		
*	Director	May 23, 2001
Charles R. Larson		
*	Director	May 23, 2001
Robert A. Lutz		
*	Director	May 23, 2001
Aulana L. Peters		
*	Director	May 23, 2001
John E. Robson		
	Director	
John Brooks Slaughter		
*	Director and Corporate Vice President	May 23, 2001
Ronald D. Sugar		

/s/ John H. Mullan
*By:_____
John H. Mullan
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 23, 2001.

NORTHROP GRUMMAN CORPORATION,
formerly NNG, Inc.

/s/ John H. Mullan
By: _____
Name: John H. Mullan
Title: Corporation Vice President, Secretary and Associate General Counsel

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of W. Burks Terry and John H. Mullan with full power to act alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* _____ Kent Kresa	Chairman of the Board, President and Chief Executive Officer and Director (Principal Executive Officer)	May 23, 2001
* _____ Richard B. Waugh, Jr.	Corporate Vice President and Chief Financial Officer (Principal Financial Officer)	May 23, 2001
* _____ Robert B. Spiker	Corporate Vice President and Controller (Principal Accounting Officer)	May 23, 2001
* _____ Lewis W. Coleman	Director	May 23, 2001

Signature	Title	Date
*	Director	May 23, 2001
John T. Chain, Jr.		
*	Director	May 23, 2001
Vic Fazio		
*	Director	May 23, 2001
Phillip Frost		
*	Director	May 23, 2001
Charles R. Larson		
*	Director	May 23, 2001
Robert A. Lutz		
*	Director	May 23, 2001
Aulana L. Peters		
*	Director	May 23, 2001
John E. Robson		
	Director	
John Brooks Slaughter		
*	Director and Corporate Vice President	May 23, 2001
Ronald D. Sugar		

*By: /s/ John H. Mullan
John H. Mullan
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 23, 2001.

LITTON INDUSTRIES, INC.

/s/ John H. Mullan
By: _____
Name:John H. Mullan
Title: Corporation Vice President, Secretary and Associate General Counsel

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of W. Burks Terry and John H. Mullan with full power to act alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* _____ Ronald D. Sugar	Chief Executive Officer (Principal Executive Officer)	May 23, 2001
* _____ D. Michael Steuert	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	May 23, 2001
* _____ Sandra J. Wright	Vice President and Controller (Principal Accounting Officer)	May 23, 2001
* _____ Alton J. Brann	Director	May 23, 2001
* _____ Joseph T. Casey	Director	May 23, 2001

Signature	Title	Date
*	Director	May 23, 2001
J. Michael Hately		
*	Director	May 23, 2001
John M. Leonis		
*	Director	May 23, 2001
John H. Mullan		
*	Director	May 23, 2001
Albert F. Myers		
*	Director	May 23, 2001
Robert B. Spiker		
*	Director	May 23, 2001
W. Burks Terry		

/s/ John H. Mullan
*By: _____
John H. Mullan
Attorney-in-Fact

EXHIBIT LIST

Exhibit No.	Description
4.3	Form of 7 1/8% Exchange Notes Due 2011
4.4	Form of 7 3/4% Exchange Debentures Due 2031
4.5	Registration Rights Agreement, dated February 27, 2001 among Northrop Systems and the initial purchasers named therein
5.1	Opinion of Sheppard, Mullin, Richter & Hampton LLP
12.1	Statement regarding computation of earnings to fixed charges ratio
15.1	Letter from independent accountants regarding unaudited interim financial information
23.1	Consent of Deloitte & Touche LLP with respect to Northrop Grumman
23.2	Consent of Deloitte & Touche LLP with respect to Litton
24.1	Power of Attorney
24.2	Power of Attorney
25.1	Form T-1 Statement of Eligibility and Qualification of The Chase Manhattan Bank, as trustee
99.1	Form of Letter of Transmittal
99.2	Form of Notice of Guaranteed Delivery
99.3	Form of Tender Instructions

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

NORTHROP GRUMMAN SYSTEMS CORPORATION

7-1/8% NOTE DUE 2011

No. __ $ _____

CUSIP 666807 AW 2

Northrop Grumman Systems Corporation, formerly Northrop Grumman Corporation, a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of $_____ on February 15, 2011 and to pay interest thereon from February 27, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on February 15 and August 15 in each year, commencing August 15, 2001 at the rate of 7-1/8% per annum, until the principal hereof is paid or made available for payment; provided, that in the event of a Non-Registration Event (as defined in the Registration Rights Agreement dated as of February 27, 2001 by and among the Company and the initial purchasers identified therein) with respect to the Securities of this series, additional interest will accrue on such Securities at an annual rate of .25% for the first 90-day period immediately following the occurrence of a Non-Registration Event, and such annual rate will increase by an additional .25% with respect to each

subsequent 90-day period until all Non-Registration Events have been cured, up to a maximum additional annual interest rate of 1.0%. The additional interest will accrue from and including the date on which any such Non-Registration Event shall occur to but excluding the date on which all such Non-Registration Events have been cured. The Company will pay such additional interest on each Interest Payment Date. Such additional interest will be in addition to any other interest payable from time to time with respect to the Securities of this series. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the February 1 or August 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made in immediately available funds at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City of New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by wire transfer in immediately available funds to an account maintained by the person entitled thereto as specified in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____, 2001

NORTHROP GRUMMAN SYSTEMS
CORPORATION (formerly
Northrop Grumman Corporation)

By _____
Albert F. Myers
Corporate Vice President
and Treasurer

Attest:

[SEAL]

By _____
John H. Mullan
Corporate Vice President
and Secretary

This is one of the Securities of the series designated on the face hereof referred to in the within-mentioned Indenture.

THE CHASE MANHATTAN BANK, As Trustee

By _____
Authorized Officer

[REVERSE OF SECURITY]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of October 15, 1994 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Chase Manhattan Bank, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are and are to be authenticated and delivered. This Security is one of the series designated on the face hereof. The Securities are unsecured general obligations of the Company.

The Securities of this series are subject to redemption upon not less than 30 days notice by mail, as a whole or in part, at the election of the Company at a Redemption Price equal to the greater of (a) the principal amount of the Securities being redeemed plus accrued and unpaid interest to the Redemption Date or (2) the Make-Whole Amount for the Securities being redeemed.

As used in this Security:

"Adjusted Treasury Rate" means, with respect to any Redemption Date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Securities being redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date, in each case calculated on the third Business Day preceding the Redemption Date, plus .25%.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term from the Redemption Date to the Stated Maturity of the

principal amount of the Securities being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

"Comparable Treasury Price" means, with respect to any Redemption Date, if clause (ii) of the Adjusted Treasury Rate is applicable, the average of three, or such lesser number as is obtained by the Trustee, Reference Treasury Dealer Quotations for such Redemption Date.

"Make Whole Amount" means the sum, as determined by a Quotation Agent, of the present values of the principal amount of the Securities to be redeemed, together with scheduled payments of interest (exclusive of interest to the Redemption Rate) from the Redemption Date to the Stated Maturity of the principal amount of the Securities being redeemed, in each case discounted to the Redemption Date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate, plus accrued interest on the principal amount of the Securities being redeemed to the Redemption Date.

"Quotation Agent" means the Reference Treasury Dealer selected by the Trustee after consultation with the Company.

"Reference Treasury Dealer" means any of Chase Securities Inc. and Credit Suisse First Boston Corporation, and their respective successors and assigns, and one other nationally recognized investment banking firm selected by the Company that is a primary U.S. Government securities dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHOIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

NORTHROP GRUMMAN SYSTEMS CORPORATION

7-3/4% DEBENTURE DUE 2031

No. __ $ _____

CUSIP 666807 AT 9

Northrop Grumman Systems Corporation, formerly Northrop Grumman Corporation, a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of $_____ on February 15, 2031 and to pay interest thereon from February 27, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on February 15 and August 15 in each year, commencing August 15, 2001 at the rate of 7-3/4% per annum, until the principal hereof is paid or made available for payment; provided, that in the
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event of a Non-Registration Event (as defined in the Registration Rights Agreement dated as of February 27, 2001 by and among the Company and the initial purchasers identified therein) with respect to the Securities of this series, additional interest will accrue on such Securities at an annual rate of .25% for the first 90-day period immediately following the occurrence of a Non-Registration Event, and such annual rate will increase by an additional .25% with respect to each subsequent 90-day period until all Non-Registration Events have been cured, up to a maximum additional annual interest rate of 1.0%. The additional interest will accrue

from and including the date on which any such Non-Registration Event shall occur to but excluding the date on which all such Non-Registration Events have been cured. The Company will pay such additional interest on each Interest Payment Date. Such additional interest will be in addition to any other interest payable from time to time with respect to the Securities of this series. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the February 1 or August 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made in immediately available funds at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, the City of New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by wire transfer in immediately available funds to an account maintained by the person entitled thereto as specified in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____, 2001

NORTHROP GRUMMAN SYSTEMS CORPORATION (formerly Northrop Grumman Corporation)

By _____
Albert F. Myers
Corporate Vice President and Treasurer

Attest:
[SEAL]
By _____
John H. Mullan
Corporate Vice President and Secretary

This is one of the Securities of the series designated on the face hereof referred to in the within-mentioned Indenture.

THE CHASE MANHATTAN BANK, As Trustee

By _____
Authorized Officer

[REVERSE OF SECURITY]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of October 15, 1994 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Chase Manhattan Bank, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are and are to be authenticated and delivered. This Security is one of the series designated on the face hereof. The Securities are unsecured general obligations of the Company.

The Securities of this series are subject to redemption upon not less than 30 days notice by mail, as a whole or in part, at the election of the Company at a Redemption Price equal to the greater of (a) the principal amount of the Securities being redeemed plus accrued and unpaid interest to the Redemption Date or (2) the Make-Whole Amount for the Securities being redeemed.

As used in this Security:

"Adjusted Treasury Rate" means, with respect to any Redemption Date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Securities being redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date, in each case calculated on the third Business Day preceding the Redemption Date, plus .30%.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term from the Redemption Date to the Stated Maturity of the principal amount of the Securities being redeemed that would be utilized, at the

time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

"Comparable Treasury Price" means, with respect to any Redemption Date, if clause (ii) of the Adjusted Treasury Rate is applicable, the average of three, or such lesser number as is obtained by the Trustee, Reference Treasury Dealer Quotations for such Redemption Date.

"Make Whole Amount" means the sum, as determined by a Quotation Agent, of the present values of the principal amount of the Securities to be redeemed, together with scheduled payments of interest (exclusive of interest to the Redemption Rate) from the Redemption Date to the Stated Maturity of the principal amount of the Securities being redeemed, in each case discounted to the Redemption Date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate, plus accrued interest on the principal amount of the Securities being redeemed to the Redemption Date.

"Quotation Agent" means the Reference Treasury Dealer selected by the Trustee after consultation with the Company.

"Reference Treasury Dealer" means any of Chase Securities Inc. and Credit Suisse First Boston Corporation, and their respective successors and assigns, and one other nationally recognized investment banking firm selected by the Company that is a primary U.S. Government securities dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

EXHIBIT 4.5

$1,500,000,000

NORTHROP GRUMMAN CORPORATION

7 1/8% NOTES DUE 2011
7 3/4% DEBENTURES DUE 2031

REGISTRATION RIGHTS AGREEMENT

February 27, 2001

Credit Suisse First Boston Corporation
Chase Securities Inc.
As Representatives of the Several Initial Purchasers,
c/o Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, New York 10010-3629

Dear Sirs:

Northrop Grumman Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to the several initial purchasers named in Schedule I hereto (collectively, the "Initial Purchasers"), upon the terms set forth in a purchase agreement of even date herewith (the "Purchase Agreement"), U.S. $750,000,000 aggregate principal amount of its 7 1/8% Series A Notes due 2011 (the "Notes") and U.S. $750,000,000 aggregate principal amount of its 7 3/4% Series A Debentures due 2031 (the "Debentures," and together with the Notes, the "Initial Securities"). Upon consummation of the Merger (as defined in the Purchase Agreement), NNG, Inc., a Delaware corporation ("NNG"), and Litton Industries, Inc., a Delaware corporation ("Litton"), will execute guarantees (the "Guarantees") with respect to the Securities (as defined below) (each of Litton and NNG, a "Guarantor" and, collectively, the "Guarantors"). The Initial Securities will be issued pursuant to an Indenture, dated as of October 15, 1994 among the Company and The Chase Manhattan Bank, as trustee (the "Trustee"), as supplemented by an Officers' Certificate dated as of February 22, 2001 (collectively, the "Indenture"). As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Company agrees with the Initial Purchasers (and the Guarantors who will, upon consummation of the Merger, become parties hereto, will so agree as to their Guarantees of the Securities (as defined below)), for the benefit of the Initial Purchasers and the holders of the Securities (collectively the "Holders"), as

follows (references below to the "Company" shall be deemed to include the Guarantors upon the date of the consummation of the Merger):

1. Registered Exchange Offer. Unless not permitted by applicable law (after the Company has complied with the ultimate paragraph of this Section 1), the Company shall prepare and, not later than 120 days (such 120th day being a "Filing Deadline") after the date on which the Initial Purchasers purchase the Initial Securities pursuant to the Purchase Agreement (the "Closing Date"), file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Exchange Offer Registration Statement") on an appropriate form under the Securities Act of 1933, as amended (the "Securities Act"), with respect to a proposed offer (the "Registered Exchange Offer") to the Holders of Transfer Restricted Securities (as defined in Section 6 hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Initial Securities, a like aggregate principal amount of debt securities of the Company issued under the Indenture, identical in all material respects to the Initial Securities and registered under the Securities Act (the "Exchange Securities," which term shall include the Guarantees thereof). The Company shall use its best efforts to (i) cause such Exchange Offer Registration Statement to become effective under the Securities Act within 180 days after the Closing Date (such 180th day being an "Effectiveness Deadline") and (ii) keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Registered Exchange Offer is mailed to the Holders (such period being called the "Exchange Offer Registration Period"). The date notice of the Registered Exchange Offer is mailed to the Holders shall be called the "commencement" of the Registered Exchange Offer.

If the Company commences the Registered Exchange Offer, the Company (i) will be entitled to consummate the Registered Exchange Offer 30 days after such commencement (provided that the Company has accepted all the Initial Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer) and (ii) will be required to consummate the Registered Exchange Offer no later than 40 days after the date on which the Exchange Offer Registration Statement is declared effective (such 40th day being the "Consummation Deadline").

Following the declaration of the effectiveness of the Exchange Offer Registration Statement, the Company shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities electing to exchange the Initial Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Company within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and

without material restrictions under the securities laws of the several states of the United States.

The Company acknowledges that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder which is a broker-dealer electing to exchange Initial Securities, acquired for its own account as a result of market making activities or other trading activities, for Exchange Securities (an "Exchanging Dealer"), is required to deliver a prospectus containing the information set forth in (a) Annex A hereto on the cover, (b) Annex B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section, and (c) Annex C hereto in the "Plan of Distribution" section of such prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Securities (as defined below) acquired in exchange for Initial Securities constituting any portion of an unsold allotment, is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Company shall use its best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; provided, however, that (i) in the
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case where such prospectus and any amendment or supplement thereto must be delivered by an Exchanging Dealer or an Initial Purchaser, such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below or a Shelf Registration Statement is applicable and useable) and (ii) the Company shall make such prospectus and any amendment or supplement thereto available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period of not less than 180 days after the consummation of the Registered Exchange Offer (the "Expiration Date").

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Initial Securities acquired by it as part of its initial distribution, the Company, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the "Private Exchange") for the Initial Securities held by such Initial Purchaser, a like principal amount of debt securities of the Company issued under the Indenture and identical in all material respects to the Initial Securities (the "Private Exchange Securities," which term shall include the Guarantees thereof). The Initial Securities, the Exchange Securities and the Private Exchange Securities, and the Guarantees thereof, are herein collectively called the "Securities."

In connection with the Registered Exchange Offer, the Company shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;

(d) permit Holders to withdraw tendered Initial Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Company shall:

(x) accept for exchange all the Initial Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer or the Private Exchange;

(y) deliver to the Trustee for cancellation all the Initial Securities so accepted for exchange; and

(z) cause the Trustee to authenticate and deliver promptly to each Holder of Initial Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Initial Securities of such Holder so accepted for exchange.

The Indenture provides that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture and that all the holders of the Notes or the Debentures, as the case may be, will vote and consent together on all matters as one class and that none of the holders of the Notes or the Debentures, as the case may be, will have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Security and Private Exchange Security issued pursuant to the Registered Exchange Offer or in the Private Exchange will accrue from the last interest payment date on which interest was duly paid on the Initial Securities surrendered in exchange therefor or, if no interest has been paid on the Initial Securities, from the date of original issue of the Initial Securities. Holders whose Initial Securities are accepted for

exchange will be deemed to have waived the right to receive any interest accrued on such exchanged securities.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Company that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Initial Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Company or if it is an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities and that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Company will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If following the date hereof there has been announced a change in Commission policy with respect to exchange offers that in the reasonable opinion of counsel to the Company raises a substantial question as to whether the Registered Exchange Offer is permitted by applicable federal law, the Company will seek a no-action letter or other favorable decision from the Commission allowing the Company to consummate the Registered Exchange Offer. The Company will pursue the issuance of such a decision to the Commission staff level. In connection with the foregoing, the Company will take all such other actions as may be requested by the Commission or otherwise required in connection with the issuance of such decision, including without limitation (i) participating in telephonic conferences with the Commission, (ii) delivering to the Commission staff an analysis prepared by counsel to the Company setting forth the legal bases, if any, upon which such counsel has concluded that the Registered Exchange Offer should be permitted and (iii) diligently pursuing a resolution (which need not be favorable) by the Commission staff.

2. Shelf Registration. If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Company is not permitted to effect a Registered Exchange Offer, as contemplated by Section 1 hereof, (ii) the Registered Exchange Offer is not consummated by the 220th day after the Closing Date, (iii) any Initial Purchaser so requests within 20 business days following the consummation of the Registered Exchange Offer with respect to the Initial Securities (or the Private Exchange Securities) not eligible to be exchanged for Exchange Securities in the Registered Exchange Offer and held by it following consummation of the Registered Exchange Offer or (iv) any Holder is not eligible to participate in the Registered Exchange Offer or, in the case of any Holder that participates in the Registered Exchange Offer, such Holder does not receive freely tradeable Exchange Securities on the date of the exchange and any such Holder so requests within 20 business days following the consummation of the Registered Exchange Offer, the Company shall take the following actions (the date on which any of the conditions described in the foregoing clauses (i) through (iv) occur, including in the case of clauses (iii) or (iv) the receipt of the required notice, being a "Trigger Date"):

(a) The Company shall promptly (but in no event more than 30 days after the Trigger Date (such 30th day being a "Filing Deadline")) file with the Commission and thereafter use its best efforts to cause to be declared effective no later than 150 days after the Trigger Date (such 150th day being an "Effectiveness Deadline") a registration statement (the "Shelf Registration Statement" and, together with the Exchange Offer Registration Statement, a "Registration Statement") on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the "Shelf Registration"); provided, however, that no Holder (other than an Initial Purchaser) shall
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be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, for a period of two years (or for such longer period if extended pursuant to Section 3(j) below) from the date of its effectiveness or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement (i) have been sold pursuant thereto or (ii) are saleable without registration under the Securities Act pursuant to Rule 144(k) or any successor statute (the "Shelf Registration Period"). The Company shall be deemed not to have used its best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered

thereby not being able to offer and sell such Securities during that period, unless such action is required by applicable law.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Registration Procedures. In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser is participating in the Registered Exchange Offer or the Shelf Registration Statement, the Company shall use its best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include the information set forth in Annex A hereto on the cover, in Annex B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Annex C hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Shelf Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a "Participating Broker-Dealer"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include the names of the

Holders who propose to sell Securities pursuant to the Shelf Registration Statement as selling security holders.

(b) The Company shall give written notice to the Initial Purchasers, the Holders of the Securities included within the coverage of the Registration Statement and any Participating Broker-Dealer from whom the Company has received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Company to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Company shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Company shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder requests, all exhibits thereto (including those, if any, incorporated by reference).

(f) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Company shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities pursuant to any Registration Statement the Company shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; provided, however, that
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the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action which would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(i) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Company is required to maintain an effective Registration Statement, the Company shall promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the Securities or purchasers of Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j).

(k) Not later than the effective date of the applicable Registration Statement, the Company will provide a CUSIP number for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, and provide the applicable trustee with printed certificates for the Initial Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the

Company's first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Company may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of the Securities as the Company may from time to time reasonably require for inclusion in the Shelf Registration Statement, and the Company may exclude from such registration the Securities of any Holder that unreasonably fails to furnish such information within a reasonable time after receiving such request.

(o) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Company shall (i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act (collectively, "Company Information"); ------------------- provided, however, that if the Company determines that any requested -------- ------- Company Information is confidential, such Company Information shall not be disclosed unless the requesting party signs a confidentiality agreement in customary form and otherwise reasonably satisfactory to the Company (it being understood that such confidentiality agreement shall not include any "standstill" or similar contractual restriction on the purchase, sale or voting of securities of the Company unrelated to compliance with the anti-fraud provisions of the federal securities laws); and provided, further, -------- ------- that the Company shall not be obligated to disclose any Company Information that it is not legally permitted to disclose by operation

of government regulation or similar requirement, including, without limitation, by operation of national security classification; and provided, further, that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof.

(q) In the case of any Shelf Registration, the Company, if requested by any Holder of Securities covered thereby, shall cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form (which may include limitations and qualifications similar to those set forth in the opinion given by counsel to the Company pursuant to Section 6(d) of the Purchase Agreement) addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement (it being agreed that the matters to be covered by such opinion shall include, without limitation, the due incorporation and good standing of the Company and its subsidiaries; the qualification of the Company and its subsidiaries to transact business as foreign corporations; the due authorization, execution and delivery of the relevant agreement of the type referred to in Section 3(o) hereof; the due authorization, execution, authentication and issuance, and the validity and enforceability, of the applicable Securities; the absence of material legal or governmental proceedings involving the Company and its subsidiaries; the absence of governmental approvals required to be obtained in connection with the Shelf Registration Statement, the offering and sale of the applicable Securities, or any agreement of the type referred to in Section 3(o) hereof; the compliance as to form of such Shelf Registration Statement and any documents incorporated by reference therein and of the Indenture with the requirements of the Securities Act and the Trust Indenture Act, respectively; and, as of the date of the opinion and as of the effective date of the Shelf Registration Statement or most recent post-effective amendment thereto, as the case may be, the absence from such Shelf Registration Statement and the prospectus included therein, as then amended or supplemented, and from any documents incorporated by reference therein of an untrue statement of a material fact or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any such documents, in the light of the circumstances existing at the time that such documents were filed with the Commission under the Exchange Act)); (ii) its officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the applicable Securities and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Company shall cause (i) its counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Section 6(d) and (e) of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Registration Statement to deliver to such Initial Purchaser or such Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 6(a) and (b) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Initial Securities by Holders to the Company (or to such other Person as directed by the Company) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Company shall mark, or cause to be marked, on the Initial Securities so exchanged that such Initial Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Initial Securities be marked as paid or otherwise satisfied.

(t) The Company will use its best efforts to (a) if the Initial Securities have been rated prior to the initial sale of such Initial Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Initial Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules (the "Rules") of the National Association of Securities Dealers, Inc. ("NASD")) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Company will assist such broker-dealer in complying with the requirements of such Rules, including, without limitation, by (i) if such Rules, including Rule 2720, shall so require, engaging a "qualified independent underwriter" (as defined in Rule 2720) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the

indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the Rules.

(v) The Company shall use its best efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

4. Registration Expenses. (a) All expenses incident to the Company's performance of and compliance with this Agreement, other than underwriting discounts and commissions of selling Holders, if any, will be borne by the Company, regardless of whether a Registration Statement is ever filed or becomes effective, including without limitation;

(i) all registration and filing fees and expenses;

(ii) all fees and expenses of compliance with federal securities and state "blue sky" or securities laws;

(iii) all expenses of printing (including printing certificates for the Securities to be issued in the Registered Exchange Offer and the Private Exchange and printing of prospectuses), messenger and delivery services and telephone;

(iv) all fees and disbursements of counsel for the Company;

(v) all application and filing fees in connection with listing the Exchange Securities on a national securities exchange or automated quotation system pursuant to the requirements hereof; and

(vi) all fees and disbursements of independent certified public accountants of the Company (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Company will bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any person, including special experts, retained by the Company.

(b) In connection with any Registration Statement required by this Agreement, the Company will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities who are tendering Initial Securities in the Registered Exchange Offer and/or selling or reselling Securities pursuant to the "Plan of Distribution" contained in the Exchange Offer Registration Statement or the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Latham & Watkins, Los Angeles unless another firm shall be chosen by the Holders of a

majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

5. Indemnification. (a) The Company agrees to indemnify and hold harmless each Holder of the Securities, any Participating Broker-Dealer and each person, if any, who controls such Holder or such Participating Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the "Indemnified Parties") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that
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(i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of such Securities to such person, a copy of the final prospectus if the Company had previously furnished copies thereof to such Holder or Participating Broker-Dealer; provided further, however, that this indemnity agreement will be in
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addition to any liability which the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which such Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the sale of the Securities, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages which such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

6. Additional Interest Under Certain Circumstances. (a) Additional interest (the "Additional Interest") with respect to the Securities shall be assessed as follows if any

of the following events occur (each such event in clauses (i) through (iv) below being herein called a "Non-Registration Event"):

(i) any Registration Statement required by this Agreement is not filed with the Commission on or prior to the applicable Filing Deadline;

(ii) any Registration Statement required by this Agreement is not declared effective by the Commission on or prior to the applicable Effectiveness Deadline;

(iii) the Registered Exchange Offer has not been consummated on or prior to the Consummation Deadline; or

(iv) except as provided in Section 6(b) below, any Registration Statement required by this Agreement has been declared effective by the Commission but (A) such Registration Statement thereafter ceases to be effective or (B) such Registration Statement or the related prospectus ceases to be usable in connection with resales of Transfer Restricted Securities during the periods specified herein because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder.

Each of the foregoing will constitute a Non-Registration Event whatever the reason for any such event and whether it is voluntary or involuntary or is beyond the control of the Company or pursuant to operation of law or as a result of any action or inaction by the Commission.

Additional Interest shall accrue on the Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Non-Registration Event shall occur to but excluding the date on which all such Non-Registration Events have been cured, at a rate of 0.25% per annum (the "Additional Interest Rate") for the first 90-day period immediately following the occurrence of such Non-Registration Event. The Additional Interest Rate shall increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Non-Registration Events have been cured, up to a maximum Additional Interest Rate of 1.0% per annum.

(b) A Non-Registration Event referred to in Section 6(a)(iv) hereof shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus if (i) such Non-Registration Event has occurred solely

as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events, with respect to the Company that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such events; provided, however, -------- -------
that in any case if such Non-Registration Event occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Non-Registration Event occurs until such Non-Registration Event is cured.

(c) Any amounts of Additional Interest due pursuant to Section 6(a) will be payable in cash on the regular interest payment dates with respect to the Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest Rate by the principal amount of the Securities and further multiplied by a fraction, the numerator of which is the number of days such Additional Interest Rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "Transfer Restricted Securities" means each Security until (i) the date on which such Security has been exchanged by a person other than a broker-dealer for a freely transferable Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of an Initial Security for an Exchange Security, the date on which such Exchange Security is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (iii) the date on which such Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (iv) the date on which such Security is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

7. Rules 144 and 144A. The Company shall use its best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the request of any Holder of Securities, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Company covenants that it will take such further action as any Holder of Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Company will provide a copy of this Agreement to prospective purchasers of Initial Securities identified to the Company by the Initial Purchasers upon request. Upon the request of any Holder of Initial Securities, the Company shall deliver

to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

8. Underwritten Registrations. If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("Managing Underwriters") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. Miscellaneous.

(a) Remedies. The Company acknowledges and agrees that any failure by the Company to comply with its obligations under Section 1 and 2 hereof may result in material irreparable injury to the Initial Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company's obligations under Sections 1 and 2 hereof. The Company further agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

(c) Amendments and Waivers. The provisions of this Agreement with respect to any series of Securities may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the Holders of a majority in principal amount of the series of Securities affected by such amendment, modification, supplement, waiver or consents.

(d) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) If to a Holder of the Securities, at the most current address given by such Holder to the Company.

(2) If to the Initial Purchasers:

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, NY 10010-3629
Fax No.: (212) 325-8278
Attention: Transactions Advisory Group

and

Chase Securities Inc.
270 Park Avenue, 8th Floor
New York, NY 10017
Fax No.: (212) 834-6081
Attention: Debt Syndicate Desk

with a copy to:

Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Fax No.: (213) 891-8763
Attention: Cynthia A. Rotell, Esq.

(3) If to the Company, at its address as follows:

Northrop Grumman Corporation
1840 Century Park East
Los Angeles, California 90067
Telecopier No.: (310) 556-4556
Attention: General Counsel

with a copy to:

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 48th Floor
Los Angeles, California 90071
Telecopier No.: (213) 620-1398
Attention: John D. Hussey

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(e) Third Party Beneficiaries. The Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect their rights or the rights of Holders hereunder.

(f) Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(j) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Securities Held by the Company. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its Affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be Affiliates solely by reason of their

holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Agent for Service; Submission to Jurisdiction; Waiver of Immunities. By the execution and delivery of this Agreement, the Company (i) acknowledges that it has, by separate written instrument, irrevocably designated and appointed CT Corporation System (and any successor entity), as its authorized agent upon which process may be served in any suit or proceeding arising out of or relating to this Agreement that may be instituted in any federal or state court in the State of New York or brought under federal or state securities laws, and acknowledges that CT Corporation System has accepted such designation, (ii) submits to the nonexclusive jurisdiction of any such court in any such suit or proceeding, and (iii) agrees that service of process upon CT Corporation System and written notice of said service to the Company shall be deemed in every respect effective service of process upon it in any such suit or proceeding. The Company further agrees to take any and all action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of CT Corporation System in full force and effect so long as any of the Securities shall be outstanding. To the extent that the Company may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of this Agreement, to the fullest extent permitted by law.

(m) No Interpretation Against Drafter. This Agreement is the product of negotiations between the parties hereto represented by counsel and such parties agree that no rule of construction relating to interpretation against the drafter of an agreement shall apply to this Agreement.

(Signature Page Follows)

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the several Initial Purchasers and the Company in accordance with its terms.

Very truly yours,
Northrop Grumman Corporation

by
_____
Name: Albert F. Myers
Title: Corporate Vice President and
Treasurer

The foregoing Registration
Rights Agreement is hereby confirmed
and accepted as of the date first
above written.

Credit Suisse First Boston Corporation
Chase Securities Inc.

Acting on behalf of themselves
and as the representatives of
the several Initial Purchasers

By: Credit Suisse First Boston Corporation

by
_____
Name: Scott E. Zoellner
Title: Director

ANNEX A

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

ANNEX B

Each broker-dealer that receives Exchange Securities for its own account in exchange for Initial Securities, where such Initial Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. See "Plan of Distribution."

ANNEX C

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Securities received in exchange for Initial Securities where such Initial Securities were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until _____, 2001, all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus./(1)/

The Company will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Securities. Any broker-dealer that resells Exchange Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such Exchange Securities may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Securities and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

- ----------

/(1)/ In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer prospectus.

For a period of 180 days after the Expiration Date the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the Holders of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

ANNEX D

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address:_____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Initial Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

SCHEDULE I

Credit Suisse First Boston Corporation
Chase Securities Inc.
Deutsche Banc Alex. Brown Inc.
Salomon Smith Barney Inc.
Scotia Capital (USA) Inc.
Mizuho International plc
The Royal Bank of Scotland plc
SG Cowen Securities Corporation

EXHIBIT 5.1

Sheppard, Mullin, Richter & Hampton LLP

May 21, 2001

Northrop Grumman Corporation
Northrop Grumman Systems Corporation
Litton Industries, Inc.
c/o Northrop Grumman Corporation
1840 Century Park East
Los Angeles, California 90067

Ladies and Gentlemen:

We have acted as special counsel to Northrop Grumman Systems Corporation, a Delaware corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), Northrop Grumman Corporation, a Delaware corporation, formerly NNG, Inc. ("Northrop Grumman") and Litton Industries, Inc., a Delaware corporation ("Litton"), in connection with a registration statement (the "Registration Statement") on Form S-4 filed by Northrop Systems, Northrop Grumman and Litton with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to an offer (the "Exchange Offer") by Northrop Systems to exchange up to $750,000,000 aggregate principal amount of its 7 1/8% Exchange Notes due 2011 and up to $750,000,000 aggregate principal amount of its 7 3/4% Exchange Debentures due 2031 (collectively, the "Exchange Securities") for its currently outstanding 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031, respectively (collectively, the "Outstanding Securities"), of the same respective aggregate principal amounts. The Outstanding Securities were, and the Exchange Securities will be, issued pursuant to the provisions of an Indenture (the "Indenture") dated as of October 15, 1994 between Northrop Systems and The Chase Manhattan Bank, as trustee (the "Trustee"), as supplemented by an Officers' Certificate (the "Officers' Certificate") dated as of February 22, 2001 which was delivered pursuant to said Indenture and established the terms of the Outstanding Securities and Exchange Securities (referred to in such Officers' Certificate as the "Series A Notes and Series A Debentures" and the "Series B Notes and Series B Debentures," respectively). The Outstanding Securities were, and the Exchange Securities will be, unconditionally guaranteed by Northrop Grumman and Litton pursuant to guarantees dated as of April 3, 2001 which have been executed and

delivered by Northrop Grumman and Litton, respectively (each a "Guarantee" and collectively, the "Guarantees").

In rendering the opinion expressed below, we have examined the following agreements, instruments and other documents:

(a) the Registration Statement;

(b) the Indenture;

(c) the Officers' Certificate;

(d) the forms of the Exchange Securities to be issued pursuant to the Indenture;

(e) the Guarantees; and

(f) such corporate records, certificates of public officials, officers' certificates and other documents as we have deemed necessary as a basis for the opinions expressed below.

In rendering the opinion set forth below, we have assumed:

A. The genuineness of all signatures, the authenticity and completeness of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies, and that the documents submitted to us have not been amended or modified since the date submitted by written or oral agreement of the parties, by the conduct of the parties or otherwise.

B. The due authorization, execution and delivery of the Indenture and the documents and instruments referred to therein by and on behalf of all parties thereto other than Northrop Systems, Northrop Grumman and Litton.

C. That the Indenture is the legal, valid and binding obligation of the Trustee and that the Trustee has all requisite power and authority and has taken any and all action necessary to be taken by the Trustee to execute and deliver the Indenture and perform the Trustee's obligations thereunder.

On the basis of the foregoing and subject to the qualifications and limitations set forth below, it is our opinion that:

1. The Exchange Securities, when issued and delivered in exchange for the Outstanding Securities in the manner described in the Registration Statement, and when executed and authenticated as specified in the Indenture, will be duly issued and delivered and will constitute valid and binding obligations of Northrop Systems enforceable in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, liquidation, readjustment of debt, moratorium, fraudulent transfer or other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2. Each Guarantee constitutes the legal, valid and binding obligation of each of Northrop Grumman and Litton, as the case may be, enforceable against Northrop Grumman or Litton, as the case may be, in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, liquidation, readjustment of debt, moratorium, fraudulent transfer or other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Our opinion above, insofar as it relates to enforceability of the Exchange Securities and the Guarantees, which are by their terms governed by New York law, is given solely in reliance on the opinion of Kaye Scholer LLP, dated as of the date hereof, a copy of which is attached hereto, and such opinion of ours is subject to the same assumptions, exceptions and limitations as those set forth in the opinion of Kaye Scholer LLP.

We are members of the Bar of the State of California. The opinion contained herein is based upon an examination of the laws of the State of California, the General Corporation Law of the State of Delaware and the Federal laws of the United States in effect on the date hereof and no opinion is expressed as to the application of the laws of any other jurisdiction except the opinion with respect to the laws of the State of New York in reliance upon the opinion of Kaye Scholer LLP, as described above.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Prospectus forming a part of such Registration Statement. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other person or entity for any purpose.

Very truly yours,

/s/ SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP

KAYE SCHOLER LLP

May 21, 2001

Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street
Los Angeles, California 90071-1448

Ladies and Gentlemen:

This opinion letter is furnished to you for the purposes of your issuing your opinion in connection with a registration statement (the "Registration Statement") on Form S-4 filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), relating to the exchange offer (the "Exchange Offer") by Northrop Grumman Systems Corporation (formerly, Northrop Grumman Corporation), a Delaware corporation ("Northrop Systems"), of up to $750,000,000 aggregate principal amount of Northrop Systems' 7-1/8% Exchange Notes Due 2011 and up to $750,000,000 aggregate principal amount of its 7-3/4% Exchange Debentures Due 2031 (collectively, the "Exchange Securities") for Northrop Systems' currently outstanding 7-1/8% Notes Due 2011 and 7-3/4% Debentures Due 2031, respectively (collectively, the "Outstanding Securities"), of the same respective aggregate principal amounts. The Outstanding Securities were, and the Exchange Securities will be, issued under an Indenture dated as of October 15, 1994, between Northrop Systems and The Chase Manhattan Bank (formerly, The Chase Manhattan Bank, National Association), as trustee (the "Indenture"), as supplemented by an Officers' Certificate (the "Officers' Certificate") dated as of February 22, 2001 which was delivered pursuant to said Indenture, establishing the terms of the Outstanding Securities and the Exchange Securities (referred to in the Officers' Certificate and the Guarantees hereinafter referred to as the "Series A Notes" and "Series A Debentures" and the "Series B Notes" and "Series B Debentures", respectively). The Outstanding Securities were, and the Exchange Securities will be, guaranteed by Northrop Grumman Corporation, formerly NNG, Inc. ("Northrop Grumman") and Litton Industries, Inc. ("Litton") pursuant to guarantees dated as of April 3, 2001 (the "Guarantees").

In connection herewith, we have examined:

1. the Registration Statement;

2. the Indenture;

3. The Guarantees;

4. the Officers' Certificate (together with the Exchange Securities, the Guarantees and the Indenture, the "Documents"); and

5. the forms of the Exchange Securities to be issued pursuant to the Indenture.

We have examined the originals, or copies certified to our satisfaction, of such other agreements, instruments and documents, and have made such other investigation, as we have deemed necessary as a basis for the opinion expressed below. We have assumed that (a) each of Northrop Systems, Northrop Grumman and Litton, as the case may be, (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and (ii) has the corporate power and authority to enter into and perform the Documents to which it is a party, (b) the Documents have been and will be duly authorized, executed and delivered by Northrop Systems, Northrop Grumman and Litton, as the case may be, (c) the Documents do not and will not conflict with or violate (i) the charter documents or board resolutions of Northrop Systems, Northrop Grumman or Litton, as the case may be, (ii) any contract or court order to which Northrop Systems, Northrop Grumman or Litton, as the case may be, is a party or by which it is bound or (iii) the laws or regulations of any jurisdiction (other than the State of New York), (d) on or prior to the date of issuance of the Exchange Securities, (1) all parties shall have performed all of their obligations under the Documents to be performed on or before that date and (ii) all warranties and representations as to factual matters of Northrop Systems under the Officers' Certificate are true, and (e) Northrop Systems does not exercise its rights under the Registration Statement to amend the terms of the Exchange Offer. We have further assumed the due execution and delivery, pursuant to due authorization, of the Documents and the documents and instruments referred to therein by each of the parties thereto other than Northrop Systems, Northrop Grumman and Litton, as the case may be.

Based upon the foregoing and subject to the limitations set forth below, we are of the opinion that:

1. The Exchange Securities, when issued and delivered in exchange for the Outstanding Securities in the manner described in the Registration Statement, and when executed and authenticated as specified in the Indenture, will be the legal, valid and binding obligations of Northrop Systems enforceable against Northrop Systems in accordance with their respective terms, subject to (a) applicable bankruptcy, reorganization, insolvency, liquidation, readjustment of debt, moratorium, fraudulent transfer or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (whether considered in a proceeding in equity or at law).

2. Each Guarantee constitutes the legal, valid and binding obligation of each of Northrop Grumman or Litton, as the case may be, enforceable against Northrop Grumman or Litton, as the case may be, in accordance with its terms, subject to (a) applicable bankruptcy, reorganization, insolvency, liquidation, readjustment of debt, moratorium, fraudulent transfer or other similar laws affecting the enforcement

of creditors' rights generally and (b) general principles of equity (whether considered in a proceeding in equity or at law).

Our opinions set forth above are subject to the following exceptions and qualifications:

(a) Provisions in the Indenture and the Guarantees which require that any waiver be in writing to be effective may not be enforceable.

(b) The enforceability of Section 110 of the Indenture may be limited to circumstances in which the unenforceable portion of the Indenture is not an essential part thereof.

(c) We express no opinion as to the provisions of Section 3 (b) of each of the Guarantees purporting to waive the right to trial by jury of Northrop Grumman or Litton, as the case may be.

Our opinions herein are limited to the laws of the State of New York. This opinion letter is being delivered to you pursuant to the Exchange Offer and may not be used or relied upon by any person or entity other than you and the parties to the Exchange Offer or in any other connection. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Prospectus forming a part of such Registration Statement. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other person or entity for any purpose.

Very truly yours,

/s/ KAYE SCHOLER LLP

EXHIBIT 12.1

RATIO OF EARNINGS TO FIXED CHARGES

	Pro Forma		Actual						
	Quarter ended Mar. 31, 2001	Year ended Dec. 31, 2000	2001	2000	2000	1999	1998	1997	1996
			($ in Millions)						
Income from contining operations before income taxes and accounting change:	$ 173	$ 1,079	$ 160	$ 243	$ 975	$ 747	$ 309	$ 512	$ 478
Plus Fixed Charges:									
Interest on all Indebtedness.	120	470	47	46	175	224	232	257	270
Amortization of debt expense:	6	24	3	3	13	13	14	15	24
Portion of rental expenses on operating leases deemed to be representative of the interest factor:	15	61	10	8	41	32	32	33	25
Preferred stock dividend requirements of consolidated subsidiaries:	9*	38*	-	-	-	-	-	-	-
Total Fixed Charges:	150	593	60	57	229	269	278	305	319
Less Preferred stock dividend:	(9)	(38)	-	-	-	-	-	-	-
Earnings:	$ 314	$1,634	$ 220	$ 300	$1,204	$1,016	$ 587	$ 817	$ 797
Fixed Charges Ratio:	2.09	2.76	3.67	5.26	5.26	3.78	2.11	2.68	2.50

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* Required preferred stock dividend divided by 1 minus the statutory tax rate of 35%.
See instructions to Item 503(d) of Regulation S-K.

The ratios of earnings to fixed charges should be read in conjunction with the financial statements and other financial data included or incorporated by reference in this registration statement.

EXHIBIT 15.1

Letter from Independent Accountants Regarding Unaudited Interim Financial Information

Northrop Grumman Corporation
Los Angeles, California

We have made a review, in accordance with standards established by the American Institute of Certified Public Accountants, of the unaudited interim financial information of Northrop Grumman Corporation and subsidiaries for the period ended March 31, 2001 and Northrop Systems (formerly Northrop Grumman Corporation) and subsidiaries for the period ended March 31, 2000, as indicated in our report dated May 10, 2001; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which was included in Northrop Grumman Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001, is being incorporated by reference in this Registration Statement.

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

Deloitte & Touche LLP

Los Angeles, California
May 22, 2001

EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Northrop Grumman Systems Corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), Northrop Grumman Corporation, formerly NNG, Inc., and Litton Industries, Inc. on Form S-4 of our report dated January 24, 2001, except for the subsequent events footnote, as to which the date is March 1, 2001, appearing in the Annual Report on Form 10K/A of Northrop Systems for the year ended December 31, 2000 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

Deloitte & Touche LLP

Los Angeles, California

May 22, 2001

EXHIBIT 23.2

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Northrop Grumman Systems Corporation, formerly Northrop Grumman Corporation, Northrop Grumman Corporation, formerly NNG, Inc., and Litton Industries, Inc. on Form S-4 of our report dated October 10, 2000, appearing in the Annual Report on Form 10-K of Litton Industries, Inc. for the year ended July 31, 2000 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

Deloitte & Touche LLP

Los Angeles, California

May 23, 2001

EXHIBIT 24.1

POWER OF ATTORNEY

FILING OF REGISTRATION STATEMENT ON FORM S-4

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Northrop Grumman Systems Corporation, a Delaware corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), and Northrop Grumman Corporation, a Delaware corporation, formerly NNG, Inc. ("Northrop Grumman", and together with Northrop Systems, the "Registrants") hereby nominate and appoint W. BURKS TERRY and JOHN H. MULLAN, and each of them acting or signing singly, his or her agents and attorneys-in-fact, in his or her name to execute and/or file (1) a registration statement on Form S-4 under the Securities Act of 1933, as amended, (the "Act"), in connection with the registration, offer and sale or exchange under the Act of $750,000,000 aggregate principal amount of Northrop Systems' 7 1/8% Exchange Notes due 2011 and $750,000,000 aggregate principal amount of Northrop Systems' 7 3/4% Exchange Debentures due 2031 in exchange for Northrop Systems' outstanding 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031, respectively, and the guarantee thereof by Northrop Grumman; and (2) any one or more amendments to any part of the foregoing registration statement, including any post-effective amendments or appendices or supplements that may be required to be filed under the Act to keep such registration statement effective or to terminate its effectiveness.

Further, the undersigned does hereby authorize and direct the said agents and attorneys-in-fact to take any and all acts and execute and file any and all documents with the Securities and Exchange Commission ("SEC"), or state regulatory agencies, necessary, proper or convenient in their opinion to comply with the Act and the rules and regulations or orders of the SEC, or state regulatory agencies, adopted or issued pursuant thereto, including the making of any requests for acceleration of the effective date of said registration statement, to the end that the registration statement of the Corporation shall become effective under the Act and any other applicable law.

Finally, the undersigned do hereby ratify, confirm and approve each and every act and document which the said appointed agents and attorneys-in-fact may take, execute or file pursuant thereto with the same force and effect as though such action had been taken or such documents had been executed or filed by the undersigned respectively.

This Power of Attorney shall remain in full force and effect until revoked or superseded by written notice filed with the SEC.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney on May 8, 2001.

/s/ Kent Kresa - ---------- Kent Kresa	Chairman of the Board, President and Chief Executive Officer and Director (Principal Executive Officer)
/s/ Richard B. Waugh, Jr. - ---------- Richard B. Waugh, Jr.	Corporate Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Robert B. Spiker - ---------- Robert B. Spiker	Corporate Vice President and Controller (Principal Accounting Officer)
/s/ Jack R. Borsting - ---------- Jack R. Borsting	Director
/s/ John T. Chain, Jr. - ---------- John T. Chain, Jr.	Director
/s/ Lewis W. Coleman - ---------- Lewis W. Coleman	Director
/s/ Vic Fazio - ---------- Vic Fazio	Director
/s/ Phillip Frost - ---------- Phillip Frost	Director
/s/ Charles R. Larson - ---------- Charles R. Larson	Director
/s/ Robert A. Lutz - ---------- Robert A. Lutz	Director
/s/ Aulana L. Peters - ---------- Aulana L. Peters	Director
/s/ John E. Robson - ---------- John E. Robson	Director
/s/ Richard M. Rosenberg - ---------- Richard M. Rosenberg	Director
/s/ John Brooks Slaughter - ---------- John Brooks Slaughter	Director
- ---------- Richard J. Stegemeier	Director
/s/ Ronald D. Sugar - ---------- Ronald D. Sugar	Director

EXHIBIT 24.2

POWER OF ATTORNEY

FILING OF REGISTRATION STATEMENT ON FORM S-4

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors and officers of Litton Industries, Inc., a Delaware corporation ("Litton"), hereby nominate and appoint W. BURKS TERRY and JOHN H. MULLAN, and each of them acting or signing singly, his or her agents and attorneys-in-fact, in his or her name to execute and/or file (1) a registration statement on Form S-4 under the Securities Act of 1933, as amended, (the "Act"), in connection with the registration, offer and sale under the Act of the guarantee by Litton of $750,000,000 aggregate principal amount of Northrop Grumman Systems Corporation's ("Northrop Systems") 7 1/8% Exchange Notes due 2011 and $750,000,000 aggregate principal amount of Northrop Systems' 7 3/4% Exchange Debentures due 2031, which will be issued in exchange for Northrop Systems' outstanding 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031, respectively; and (2) any one or more amendments to any part of the foregoing registration statement, including any post-effective amendments or appendices or supplements that may be required to be filed under the Act to keep such registration statement effective or to terminate its effectiveness.

Further, the undersigned does hereby authorize and direct the said agents and attorneys-in-fact to take any and all acts and execute and file any and all documents with the Securities and Exchange Commission ("SEC"), or state regulatory agencies, necessary, proper or convenient in their opinion to comply with the Act and the rules and regulations or orders of the SEC, or state regulatory agencies, adopted or issued pursuant thereto, including the making of any requests for acceleration of the effective date of said registration statement, to the end that the registration statement of the Corporation shall become effective under the Act and any other applicable law.

Finally, the undersigned do hereby ratify, confirm and approve each and every act and document which the said appointed agents and attorneys-in-fact may take, execute or file pursuant thereto with the same force and effect as though such action had been taken or such documents had been executed or filed by the undersigned respectively.

This Power of Attorney shall remain in full force and effect until revoked or superseded by written notice filed with the SEC.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney on May 8, 2001.

/s/ Ronald D. Sugar - ---------- Ronald D. Sugar	President and Chief Executive Officer (Principal Executive Officer)
/s/ D. Michael Steuert - ---------- D. Michael Steuert	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Sandra J. Wright - ---------- Sandra J. Wright	Vice President and Controller (Principal Accounting Officer)
/s/ Alton J. Brann - ---------- Alton J. Brann	Director
/s/ Joseph T. Casey - ---------- Joseph T. Casey	Director
/s/ J. Michael Hately - ---------- J. Michael Hately	Director
/s/ John M. Leonis - ---------- John M. Leonis	Director
/s/ John H. Mullan - ---------- John H. Mullan	Director
/s/ Albert F. Myers - ---------- Albert F. Myers	Director
/s/ Robert B. Spiker - ---------- Robert B. Spiker	Director
/s/ W. Burks Terry - ---------- W. Burks Terry	Director

EXHIBIT 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF
A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

THE CHASE MANHATTAN BANK
(Exact name of trustee as specified in its charter)

New York	13-4994650
(State of incorporation if not a national bank)	(I.R.S. employer identification No.)
270 Park Avenue New York, New York	10017
(Address of principal executive offices)	(Zip Code)

William H. McDavid
General Counsel
270 Park Avenue
New York, New York 10017
Tel: (212) 270-2611
(Name, address and telephone number of agent for service)

Northrop Grumman Systems Corporation (formerly Northrop Grumman Corporation)
Northrop Grumman Corporation (formerly NNG, Inc.)
Litton Industries, Inc.
(Exact name of obligors as specified in its charter)

Delaware	95-1055798
Delaware	95-4840775
Delaware	95-1775499
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification Nos.)
1840 Century Park East Los Angeles, CA	90067
(Address of principal executive offices)	(Zip Code)

Debt Securities and Guarantee of Debt Securities
(Title of the indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Banking Department, State House, Albany, New York 12110.

Board of Governors of the Federal Reserve System, Washington, D.C., 20551

Federal Reserve Bank of New York, District No. 2, 33 Liberty Street, New York, NY.

Federal Deposit Insurance Corporation, Washington, D.C., 20429.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

1. A copy of the Articles of Association of the Trustee as now in effect, including the Organization Certificate and the Certificates of Amendment dated February 17, 1969, August 31, 1977, December 31, 1980, September 9, 1982, February 28, 1985, December 2, 1991 and July 10, 1996 (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-06249, which is incorporated by reference).

2. A copy of the Certificate of Authority of the Trustee to Commence Business (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

3. None, authorization to exercise corporate trust powers being contained in the documents identified above as Exhibits 1 and 2.

4. A copy of the existing By-Laws of the Trustee (see Exhibit 4 to Form T-1 filed in connection with Registration Statement No. 333-76439, which is incorporated by reference).

5. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Act (see Exhibit 6 to Form T-1 filed in connection with Registration Statement No. 33-50010, which is incorporated by reference. On July 14, 1996, in connection with the merger of Chemical Bank and The Chase Manhattan Bank (National Association), Chemical Bank, the surviving corporation, was renamed The Chase Manhattan Bank).

7. A copy of the latest report of condition of the Trustee, published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the Trustee, The Chase Manhattan Bank, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York, on the 18th day of April, 2001.

THE CHASE MANHATTAN BANK

By /s/ James P. Freeman

James P. Freeman
Vice President

Exhibit 7 to Form T-1

Bank Call Notice

RESERVE DISTRICT NO. 2
CONSOLIDATED REPORT OF CONDITION OF

The Chase Manhattan Bank
of 270 Park Avenue, New York, New York 10017
and Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System,

at the close of business December 31, 2000, in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts in Millions
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	$ 22,648
Interest-bearing balances	6,608
Securities:	
Held to maturity securities	556
Available for sale securities	66,556
Federal funds sold and securities purchased under agreements to resell	35,508
Loans and lease financing receivables:	
Loans and leases, net of unearned income	$158,034
Less: Allowance for loan and lease losses	2,399
Less: Allocated transfer risk reserve	0
Loans and leases, net of unearned income, allowance, and reserve	155,635
Trading Assets	59,802
Premises and fixed assets (including capitalized leases)	4,398
Other real estate owned	20
Investments in unconsolidated subsidiaries and associated companies	338
Customers' liability to this bank on acceptances outstanding	367
Intangible assets	4,794
Other assets	19,886
TOTAL ASSETS	$377,116

LIABILITIES

Deposits	
In domestic offices	$132,165
Noninterest-bearing	$ 54,608
Interest-bearing	77,557
In foreign offices, Edge and Agreement subsidiaries and IBF's	106,670
Noninterest-bearing	$ 6,059
Interest-bearing	100,611
Federal funds purchased and securities sold under agreements to repurchase	45,967
Demand notes issued to the U.S. Treasury	500
Trading liabilities	41,384
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases):	
With a remaining maturity of one year or less	6,722
With a remaining maturity of more than one year through three years	0
With a remaining maturity of more than three years	276
Bank's liability on acceptances executed and outstanding	367
Subordinated notes and debentures	6,349
Other liabilities	14,515
TOTAL LIABILITIES	354,915

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,211
Surplus (exclude all surplus related to preferred stock).	12,614
Undivided profits and capital reserves	8,658
Net unrealized holding gains (losses) on available-for-sale securities	(298)
Accumulated net gains (losses) on cash flow hedges	0
Cumulative foreign currency translation adjustments	16
TOTAL EQUITY CAPITAL	22,201
TOTAL LIABILITIES AND EQUITY CAPITAL	$377,116

I, Joseph L. Sclafani, E.V.P. & Controller of the above-named bank, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

JOSEPH L. SCLAFANI

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

DOUGLAS A. WARNER III)
WILLIAM B. HARRISON JR.)DIRECTORS
ELLEN V. FUTTER)

EXHIBIT 99.1

LETTER OF TRANSMITTAL

NORTHROP GRUMMAN SYSTEMS CORPORATION
(formerly Northrop Grumman Corporation)

OFFER TO EXCHANGE ITS

7 1/8% EXCHANGE NOTES DUE 2011 FOR ITS OUTSTANDING 7 1/8% NOTES DUE 2011

7 3/4% EXCHANGE DEBENTURES DUE 2031 FOR ITS OUTSTANDING 7 3/4% DEBENTURES DUE 2031

THE EXCHANGE NOTES AND EXCHANGE DEBENTURES TO BE UNCONDITIONALLY GUARANTEED BY NORTHROP GRUMMAN CORPORATION (formerly NNG, Inc.) AND LITTON INDUSTRIES, INC.

PURSUANT TO THE PROSPECTUS DATED _____, 2001

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 2001, UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

THE EXCHANGE AGENT FOR THE EXCHANGE OFFER IS:
THE CHASE MANHATTAN BANK

By Mail:
P.O. Box 2320
Dallas, TX 75221-2320
Attn: Events

By Hand Delivery or Overnight Courier:
2001 Bryan Street, 9th Floor
Dallas, TX 75201
Attn: Events

By Facsimile Transmission:
(214) 468-6494

For Information or Confirmation by Telephone:
(800) 275-2048

_____

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

PLEASE READ THE INSTRUCTIONS CONTAINED HEREIN CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus (as defined below).

This Letter of Transmittal is to be completed if either (a) certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer -- Procedures for Tendering" and "-- Book-Entry Transfer" in the Prospectus and an Agent's Message (as defined below) is not delivered. Certificates, or book-entry confirmation of a book-entry transfer of Outstanding Securities into the Exchange Agent's account at The Depository Trust Company ("DTC"), as well as this Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the Expiration Date. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu of this Letter of Transmittal.

The term "book-entry confirmation" means a confirmation of a book-entry transfer of Outstanding Securities into the Exchange Agent's account at DTC. The term "Agent's Message" means a message, transmitted by DTC to and received by the Exchange Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by this Letter of Transmittal and that Northrop Grumman Systems Corporation may enforce this Letter of Transmittal against such participant.

Holders (as defined below) of Outstanding Securities whose certificates (the "Certificates") for such Outstanding Securities are not immediately available or who cannot deliver their Certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Outstanding Securities according to the guaranteed delivery procedures set forth in "The Exchange Offer -- Guaranteed Delivery Procedures for Securities" in the Prospectus.

DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

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

ALL TENDERING HOLDERS COMPLETE THIS BOX:

DESCRIPTION OF OUTSTANDING SECURITIES

IF BLANK, PLEASE PRINT NAME AND ADDRESS OF REGISTERED HOLDER(S)	OUTSTANDING SECURITIES (ATTACH ADDITIONAL LIST IF NECESSARY. SEE INSTRUCTION 3)		
	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT	PRINCIPAL AMOUNT TENDERED (IF LESS THAN ALL)**
	7 1/8% NOTES DUE 2011		
	7 3/4 DEBENTURES DUE 2031		

* Need not be completed by book-entry holders.
** Outstanding Securities may be tendered in whole or in part in multiples of $1,000. All Outstanding Securities held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

(BOXES BELOW TO BE CHECKED BY ELIGIBLE INSTITUTIONS ONLY)

[ ] CHECK HERE IF TENDERED OUTSTANDING SECURITIES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution

_____

DTC Account Number

_____

Transaction Code Number

_____

[ ] CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED OUTSTANDING SECURITIES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING (SEE INSTRUCTION 1):

Name(s) of Registered Holder(s)

Window Ticket Number (if any)

Date of Execution of Notice of Guaranteed Delivery

Name of Institution which Guaranteed Delivery

If Guaranteed Delivery is to be made by Book-Entry Transfer:

Name of Tendering Institution

DTC Account Number

Transaction Code Number

[ ] CHECK HERE IF OUTSTANDING SECURITIES TENDERED BY BOOK-ENTRY TRANSFER AND NOT ACCEPTED FOR EXCHANGE ARE TO BE RETURNED BY CREDITING THE DTC ACCOUNT NUMBER SET FORTH ABOVE.

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE OUTSTANDING SECURITIES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET MAKING OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER") AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:

_____

Address:

_____

Ladies and Gentlemen:

The undersigned hereby tenders to Northrop Grumman Systems Corporation, a Delaware corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), acting on its behalf and on behalf of Northrop Grumman Corporation, a Delaware corporation, formerly NNG, Inc., and Litton Industries, Inc., a Delaware corporation, the above described principal amount of Northrop Systems' 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031 (the "Outstanding Securities") in exchange for equivalent amounts of Northrop Systems' 7 1/8% Exchange Notes due 2011 and 7 3/4% Exchange Debentures due 2031 (the "Exchange Securities") which have been registered under the Securities Act of 1933 (the "Securities Act"), upon the terms and subject to the conditions set forth in the Prospectus dated _____, 2001 (as the same may be amended or supplemented from time to time, the "Prospectus"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer").

Subject to and effective upon the acceptance for exchange of all or any portion of the Outstanding Securities tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to or upon the order of Northrop Systems all right, title and interest in and to such Outstanding Securities as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as agent of Northrop Systems in connection with the Exchange Offer) with respect to the tendered Outstanding Securities, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the Prospectus, to (i) deliver Certificates for Outstanding Securities to Northrop Systems together with all accompanying evidences of transfer and authenticity to, or upon the order of, Northrop Systems, upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Securities to be issued in exchange for such Outstanding Securities, (ii) present Certificates for such Outstanding Securities for transfer, and to transfer the Outstanding Securities on the books of Northrop Systems, and (iii) receive for the account of Northrop Systems all benefits and otherwise exercise all rights of beneficial ownership of such Outstanding Securities, all in accordance with the terms and conditions of the Exchange Offer.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, sell, assign and transfer the Outstanding Securities tendered hereby and that, when the same are accepted for exchange, Northrop Systems will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the Outstanding Securities tendered hereby are not subject to any adverse claims or proxies. The undersigned will, upon request, execute and deliver any additional documents deemed by Northrop Systems or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the Outstanding Securities tendered hereby, and the undersigned will comply with its obligations under the Registration Rights Agreement. The undersigned has read and agrees to all of the terms of the Exchange Offer.

The name(s) and address(es) of the registered Holder(s) of the Outstanding Securities tendered hereby should be printed above, as they appear on the Certificates representing such Outstanding Securities. The Certificate number(s) and the Outstanding Securities that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered Outstanding Securities are not exchanged pursuant to the Exchange Offer for any reason, or if Certificates are submitted for more Outstanding Securities than are tendered or accepted for exchange, Certificates for such nonexchanged or nontendered Outstanding Securities will be returned (or, in the case of Outstanding Securities tendered by book-entry transfer, such Outstanding Securities will be credited to an account maintained at DTC), without expense to the tendering Holder, promptly following the expiration or termination of the Exchange Offer.

The undersigned understands that tenders of Outstanding Securities pursuant to any one of the procedures described in "The Exchange Offer" in the Prospectus and in the instructions attached hereto

will, upon Northrop Systems' acceptance for exchange of such tendered Outstanding Securities, constitute a binding agreement between the undersigned and Northrop Systems upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that, under certain circumstances set forth in the Prospectus, Northrop Systems may not be required to accept for exchange any of the Outstanding Securities tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the Exchange Securities be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Outstanding Securities, that such Exchange Securities be credited to the account indicated above maintained at DTC. If applicable, substitute Certificates representing Outstanding Securities not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of Outstanding Securities, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," please deliver Exchange Securities to the undersigned at the address shown below the undersigned's signature.

By tendering Outstanding Securities and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, the undersigned hereby represents and agrees that (i) the undersigned is not an "affiliate" of Northrop Systems, (ii) any Exchange Securities to be received by the undersigned are being acquired in the ordinary course of its business, (iii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of Exchange Securities to be received in the Exchange Offer, and (iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Securities. Northrop Systems may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to Northrop Systems (or an agent thereof) in writing information as to the number of "beneficial owners" within the meaning of Rule 13d-3 under the Exchange Act on behalf of whom the undersigned holds the Outstanding Securities to be exchanged in the Exchange Offer. By tendering Outstanding Securities pursuant to the Exchange Offer and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, a Holder of Outstanding Securities which is a broker-dealer represents and agrees, consistent with certain interpretive letters issued by the staff of the Division of Corporation Finance of the Securities and Exchange Commission to third parties, that such Outstanding Securities were acquired by such broker-dealer for its own account as a result of market-making activities or other trading activities, and it will deliver a Prospectus (as amended or supplemented from time to time) meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities (provided that, by so acknowledging and by delivering a Prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act).

Northrop Systems has agreed that, subject to the provisions of the Registration Rights Agreement, the Prospectus, as it may be amended or supplemented from time to time, may be used by a participating broker-dealer (as defined below) in connection with resales of Exchange Notes received in exchange for Outstanding Securities, where such Outstanding Securities were acquired by such participating broker-dealer for its own account as a result of market-making activities or other trading activities, for a period ending 180 days after the Expiration Date (subject to extension under certain limited circumstances described in the Prospectus) or, if earlier, when all such Exchange Securities have been disposed of by such participating broker-dealer. In that regard, each broker-dealer who acquired Outstanding Securities for its own account as a result of market-making or other trading activities (a "participating broker-dealer"), by tendering such Outstanding Securities and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, agrees that, upon receipt of notice from Northrop Systems of the happening of any event which requires Northrop Systems to make changes in the Registration Statement or the Prospectus in order that the Registration Statement or Prospectus do not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading or of the occurrence of certain other events specified in the Registration Rights Agreement, such participating broker-dealer will suspend the sale of Exchange Securities pursuant to the Prospectus until Northrop Systems has amended or supplemented the Prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented Prospectus to the participating broker-dealer. If Northrop Systems gives such notice to suspend the sale of

the Exchange Securities, it shall extend the 180-day period referred to above during which participating broker-dealers are entitled to use the Prospectus in connection with the resale of Exchange Securities by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers shall have received copies of the supplemented or amended Prospectus necessary to permit resales of the Exchange Securities.

As a result, a participating broker-dealer who intends to use the Prospectus in connection with resales of Exchange Securities received in exchange for Outstanding Securities pursuant to the Exchange Offer must notify Northrop Systems, or cause Northrop Systems to be notified, on or prior to the Expiration Date, that it is a participating broker-dealer. Such notice may be given in the space provided above or may be delivered to the Exchange Agent at the address set forth in the Prospectus under "-- Exchange Agent."

The undersigned will, upon request, execute and deliver any additional documents deemed by Northrop Systems to be necessary or desirable to complete the sale, assignment and transfer of the Outstanding Securities tendered hereby. All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death, bankruptcy or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the Prospectus, this tender is irrevocable.

The undersigned, by completing the box entitled "Description of Outstanding Securities" above and signing this letter, will be deemed to have tendered the Outstanding Securities as set forth in such box.

HOLDER(S) SIGN HERE
(SEE INSTRUCTIONS 2, 5 AND 6)
(PLEASE COMPLETE SUBSTITUTE FORM W-9 ON PAGE 14)
(NOTE: SIGNATURE(S) MUST BE GUARANTEED IF REQUIRED BY INSTRUCTION 2)

Must be signed by registered Holder(s) exactly as name(s) appear(s) on Certificate(s) for the Outstanding Securities hereby tendered or on the register of Holders maintained by Northrop Systems, or by any person(s) authorized to become the registered Holder(s) by endorsements and documents transmitted herewith (including such opinions of counsel, certifications and other information as may be required by Northrop Systems or the Trustee for the Outstanding Securities to comply with the restrictions on transfer applicable to the Outstanding Securities). If signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or another acting in a fiduciary capacity or representative capacity, please set forth the signer's full title. See Instruction 5.

_____

_____
(SIGNATURE(S) OF HOLDER(S))

Date: _____, 2001

Name(s)_____

_____
(PLEASE PRINT)

Capacity (full title)_____

Address_____

_____

_____
(INCLUDE ZIP CODE)

Area Code and Telephone Number

_____
(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER(S))

GUARANTEE OF SIGNATURE(S)
(IF REQUIRED, SEE INSTRUCTIONS 2 AND 5)

_____

(AUTHORIZED SIGNATURE)

Date: _____, 2001

Name of Firm_____

Capacity (full title)_____

(PLEASE PRINT)

Address_____

_____

_____

(INCLUDE ZIP CODE)

Area Code and Telephone Number_____

_____

_____

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5 AND 6)

To be completed ONLY if Exchange Securities or Outstanding Securities not tendered are to be issued in the name of someone other than the registered Holder of the Outstanding Securities whose name(s) appear(s) above.

Issue

[ ] Outstanding Securities not tendered to:
[ ] Exchange Securities to:

Name(s)_____

Address_____
(INCLUDE ZIP CODE)

_____

Area Code and
Telephone Number_____

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

To be completed ONLY if Exchange Securities or Outstanding Securities not tendered are to be sent to the registered Holder of the Outstanding Securities whose name(s) appear(s) above at an address other than that shown above, or to the person set forth under "Special Issuance Instructions" at an address other than that shown in those instructions.

Mail

[ ] Outstanding Securities not tendered to:
[ ] Exchange Securities to:

Name(s)_____

Address_____
(INCLUDE ZIP CODE)

_____

Area Code and
Telephone Number_____

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES. This Letter of Transmittal is to be completed either if (a) Certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer -- Procedures for Tendering" and " -- Book-entry Transfer" in the Prospectus and an Agent's Message is not delivered. Certificates, or timely confirmation of a book-entry transfer of such Outstanding Securities into the Exchange Agent's account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the Expiration Date. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu hereof. Outstanding Securities may be tendered in whole or in part in integral multiples of $1,000.

Holders who wish to tender their Outstanding Securities and (i) whose Outstanding Securities are not immediately available or (ii) who cannot deliver their Outstanding Securities, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date or (iii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their Outstanding Securities by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer -- Guaranteed Delivery Procedures for Securities" in the Prospectus. Pursuant to such procedures: (i) such tender must be made by or through an Eligible Institution (as defined below); (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Northrop Systems, must be received by the Exchange Agent on or prior to the Expiration Date; and (iii) the Certificates (or a book-entry confirmation) representing all tendered Outstanding Securities, in proper form for transfer, together with a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message in lieu thereof, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in "The Exchange Offer" in the Prospectus.

The Notice of Guaranteed Delivery may be delivered by telegram or transmitted by facsimile or mail to the Exchange Agent, and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. For Outstanding Securities to be properly tendered pursuant to the guaranteed delivery procedure, the Exchange Agent must receive a Notice of Guaranteed Delivery on or prior to the Expiration Date. As used herein and in the Prospectus, "Eligible Institution" means a member firm of a registered national securities exchange or the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an eligible guarantor institution as defined by Rule 17Ad-15 under the Exchange Act.

THE METHOD OF DELIVERY OF CERTIFICATES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, OR OVERNIGHT DELIVERY SERVICE IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Northrop Systems will not accept any alternative, conditional or contingent tenders. Each tendering Holder, by execution of a Letter of Transmittal or delivery of an Agent's Message, waives any right to receive any notice of the acceptance of such tender.

2. GUARANTEE OF SIGNATURES. No signature guarantee on this Letter of Transmittal is required if:

(i) this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a

security position listing as the owner of the Outstanding Securities (the "Holder")) of Outstanding Securities tendered herewith, unless such Holder(s) has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above, or

(ii) such Outstanding Securities are tendered for the account of a firm that is an Eligible Institution.

In all other cases, an Eligible Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. INADEQUATE SPACE. If the space provided in the box captioned "Description of Outstanding Securities" is inadequate, the Certificate number(s) and/or the principal amount of Outstanding Securities and any other required information should be listed on a separate signed schedule which is attached to this Letter of Transmittal.

4. PARTIAL TENDERS AND WITHDRAWAL RIGHTS. Tenders of Outstanding Securities will be accepted only in integral multiples of $1,000. If less than all the Outstanding Securities evidenced by any Certificate submitted are to be tendered, fill in the principal amount of Outstanding Securities which are to be tendered in the box entitled "Principal Amount of Outstanding Securities Tendered." In such case, new Certificate(s) for the remainder of the Outstanding Securities that were evidenced by your old Certificate(s) will be sent to the Holder of the Outstanding Security, promptly after the Expiration Date. All Outstanding Securities represented by Certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Tenders of Outstanding Securities may be withdrawn at any time on or prior to the Expiration Date. In order for a withdrawal to be effective on or prior to that time, a written, telegraphic or facsimile transmission of such notice of withdrawal must be timely received by the Exchange Agent at the address set forth above on or prior to the Expiration Date. Any such notice of withdrawal must specify the name of the person who tendered the Outstanding Securities to be withdrawn, the aggregate principal amount of Outstanding Securities to be withdrawn, and (if Certificates for Outstanding Securities have been tendered) the name of the registered Holder of the Outstanding Securities as set forth on the Certificate for the Outstanding Securities, if different from that of the person who tendered such Outstanding Securities. If Certificates for the Outstanding Securities have been delivered or otherwise identified to the Exchange Agent, then prior to the physical release of such Certificates for the Outstanding Securities, the tendering Holder must submit the serial numbers shown on the particular Certificates for the Outstanding Securities to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution, except in the case of Outstanding Notes tendered for the account of an Eligible Institution. If Outstanding Securities have been tendered pursuant to the procedures for book-entry transfer set forth in the Prospectus under "The Exchange Offer -- Procedures for Tendering" and " -- Book-entry Transfer," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Outstanding Securities, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written, telegraphic, or facsimile transmission. Withdrawals of tenders of Outstanding Securities may not be rescinded. Outstanding Securities properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any subsequent time on or prior to the Expiration Date by following any of the procedures described in the Prospectus under "The Exchange Offer -- Procedures for Tendering."

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by Northrop Systems, in its sole discretion, whose determination shall be final and binding on all parties. Northrop Systems, any affiliates or assigns of Northrop Systems, the Exchange Agent or any other person shall not be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any Outstanding Securities which have been tendered but which are withdrawn will be returned to the Holder thereof without cost to such Holder promptly after withdrawal.

5. SIGNATURES ON LETTER OF TRANSMITTAL, ASSIGNMENTS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered Holder(s) of the Outstanding Securities 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 Outstanding Securities tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Outstanding Securities are registered in different name(s) 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 bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by Northrop Systems, must submit proper evidence satisfactory to Northrop Systems, in its sole discretion, of each such person's authority so to act.

When this Letter of Transmittal is signed by the registered owner(s) of the Outstanding Securities listed and transmitted hereby, no endorsement(s) of Certificate(s) or separate bond power(s) are required unless Exchange Securities are to be issued in the name of a person other than the registered Holder(s).

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Outstanding Securities listed, the Certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the Certificates, and also must be accompanied by such opinions of counsel, certifications and other information as Northrop Systems or the Trustee for the Outstanding Securities may require in accordance with the restrictions on transfer applicable to the Outstanding Securities. Signatures on such Certificates or bond powers must be guaranteed by an Eligible Institution.

6. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If Exchange Securities are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if Exchange Securities are to be sent 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. Certificates for Outstanding Securities not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. IRREGULARITIES. Northrop Systems will determine, in its sole discretion, all questions as to the form of documents, validity, eligibility(including time of receipt) and acceptance for exchange of any tender of Outstanding Securities, which determination shall be final and binding on all parties. Northrop Systems reserves the absolute right to reject any and all tenders determined by them not to be in proper form or the acceptance of which, or exchange for which, may, in the view of counsel to Northrop Systems, be unlawful. Northrop Systems also reserves the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Prospectus under "The Exchange Offer -- Conditions to the Exchange Offer" or any conditions or irregularity in any tender of Outstanding Notes of any particular Holder whether or not similar conditions or irregularities are waived in the case of other Holders. Northrop Systems' interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. No tender of Outstanding Securities will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. Northrop Systems, any affiliates or assigns of Northrop Systems, the Exchange Agent, or any other person shall not be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

8. QUESTIONS, REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Exchange Agent at its address and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus, the Notice of Guaranteed Delivery and the Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. 31% BACKUP WITHHOLDING; SUBSTITUTE FORM W-9. Under the U.S. Federal income tax law, a Holder whose tendered Outstanding Securities are accepted for exchange is required to provide the Exchange Agent with such Holder's correct taxpayer identification number ("TIN") on Substitute From W-9 below. If the Exchange Agent is not provided with the correct TIN, the Internal Revenue Service (the "IRS") may subject the Holder or other payee to a $50 penalty. In addition, payments to such Holders or other payees with respect to Outstanding Securities exchanged pursuant to the Exchange Offer may be subject to 31% backup withholding.

The box in Part 3 of the Substitute From W-9 may be checked if the tendering Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the Holder or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 31% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent. The Exchange Agent will retain such amounts withheld during the 60-day period following the date of the Substitute From W-9. If the Holder furnishes the Exchange Agent with its TIN within 60 days after the date of the Substitute From W-9, the amounts retained during the 60-day period will be remitted to the Holder and no further amounts shall be retained or withheld from payments made to the Holder thereafter. If, however, the Holder has not provided the Exchange Agent with its TIN within such 60-day period, amounts withheld will be remitted to the IRS as backup withholding. In addition, 31% of all payments made thereafter will be withheld and remitted to the IRS until a correct TIN is provided.

The Holder is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the registered owner of the Outstanding Securities or of the last transferee appearing on the transfers attached to, or endorsed on, the Outstanding Securities. If the Outstanding Securities are registered 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 From W-9" for additional guidance on which number to report.

Certain Holders (including, among others, corporations, financial institutions and certain foreign persons) may not be subject to these backup withholding and reporting requirements. Such Holders should nevertheless complete the attached Substitute From W-9 below, and write "exempt" on the face thereof, to avoid possible erroneous backup withholding. In order for a foreign person to qualify as an exempt recipient, such Holder must submit a statement(generally IRS From W-8), signed under penalties of perjury, attesting to that person's exempt status. Northrop Systems will not withhold federal income tax on interest paid to a Non-United States Holder if it receives IRS From W-8 ECI from that Non-United States Holder, establishing that such income is effectively connected with the conduct of a trade or business in the United States, unless Northrop Systems has knowledge to the contrary. Please consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute From W-9" for additional guidance on which Holders are exempt from backup withholding.

Backup withholding is not an additional U.S. Federal income tax. Rather, the U.S. Federal income tax liability of a person 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.

10. WAIVER OF CONDITIONS. Northrop Systems reserves the absolute right to waive satisfaction of any or all conditions enumerated in the Prospectus.

11. NO CONDITIONAL TENDERS. No alternative, conditional or contingent tenders will be accepted. All tendering Holders of Outstanding Securities, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of Outstanding Securities for exchange.

12. LOST, DESTROYED OR STOLEN CERTIFICATES. If any Certificate(s)representing Outstanding Securities have been lost, destroyed or stolen, the Holder should promptly notify the Exchange Agent. The Holder 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, destroyed or stolen Certificate(s) have been followed.

13. SECURITY TRANSFER TAXES. Holders who tender their Outstanding Securities for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, Exchange Securities are to be delivered to, or are to be issued in the name of, any person other than the registered Holder of the Outstanding Securities tendered, or if a transfer tax is imposed for any reason other than the exchange of Outstanding Securities in connection with the Exchange Offer, then the amount of any such transfer tax (whether imposed on the registered Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering Holder.

IMPORTANT: THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

TO BE COMPLETED BY ALL TENDERING SECURITYHOLDERS (SEE INSTRUCTION 9)

PAYOR'S NAME: THE CHASE MANHATTAN BANK

SUBSTITUTE FORM W-9	PART 1 -- PLEASE PROVIDE YOUR TIN AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	_____ Social Security Number _____ Employer Identification Number
DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE PAYOR'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN") AND CERTIFICATION	PART 2-- CERTIFICATION -- Under the Penalties of Perjury, I certify that: (I) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), (2) I am not subject to backup withholding either because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding, and (3) any other information provided on this form is true and correct.	PART 3 -- Check if TIN Applied for [ ]

You must cross out item (2) in Part (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on you tax return and you have not been notified by the IRS that you are no longer subject to backup withholding

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY IN CERTAIN CIRCUMSTANCES RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND BACKUP WITHHOLDING OF 31% OF ANY AMOUNTS PAID TO YOU PURSUANT TO THE EXCHANGE SECURITIES. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 31% of all payments made to me on account of the Exchange Securities shall be retained until I provide a taxpayer identification number to the Exchange Agent and that, if I do not provide my taxpayer identification number within 60 days, such retained amounts shall be remitted to the Internal Revenue Service as backup withholding and 31% of all reportable payments made to me thereafter will be withheld and remitted to the Internal Revenue Service until I provide a taxpayer identification number.

SIGNATURE _____ DATE _____, 2001

EXHIBIT 99.2

NOTICE OF GUARANTEED DELIVERY

NORTHROP GRUMMAN SYSTEMS CORPORATION
(formerly Northrop Grumman Corporation)

OFFER TO EXCHANGE ITS

7 1/8% EXCHANGE NOTES DUE 2011 FOR ITS OUTSTANDING 7 1/8% NOTES DUE 2011

7 3/4% EXCHANGE DEBENTURES DUE 2031 FOR ITS OUTSTANDING 7 3/4% DEBENTURES DUE 2031

THE EXCHANGE NOTES AND EXCHANGE DEBENTURES TO BE UNCONDITIONALLY

GUARANTEED BY NORTHROP GRUMMAN CORPORATION (formerly NNG, INC.)

AND LITTON INDUSTRIES, INC.

PURSUANT TO THE PROSPECTUS DATED _____, 2001

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used to accept the Exchange Offer (as defined below) if (i) certificates for Northrop Grumman Systems Corporation's outstanding 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031 (the "Outstanding Securities") are not immediately available, (ii) Outstanding Securities, the Letter of Transmittal and all other required documents cannot be delivered to The Chase Manhattan Bank (the "Exchange Agent") on or prior to the Expiration Date or (iii) the procedures for delivery by book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by telegram, overnight courier or mail, or transmitted by facsimile transmission, to the Exchange Agent. See "The Exchange Offer - Procedures for tendering" and "-Guaranteed Delivery Procedures for Securities" in the Prospectus. Capitalized terms not defined herein have the meanings assigned to them in the Prospectus.

THE EXCHANGE AGENT FOR THE EXCHANGE OFFER IS:

THE CHASE MANHATTAN BANK
By Mail:
P.O. Box 2320
Dallas, TX 75221-2320
Attn: Events

By Hand Delivery or Overnight Courier:
2001 Bryan Street, 9th Floor
Dallas, TX 75201
Attn: Events

By Facsimile Transmission:
(214)468-6494

For Information or Confirmation by Telephone:
(800) 275-2048

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

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE INSTITUTION" UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

Ladies and Gentlemen:

The undersigned hereby tenders to Northrop Grumman Systems Corporation, a Delaware corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), acting on its behalf and on behalf of Northrop Grumman Corporation, formerly NNG, Inc., and Litton Industries, Inc., a Delaware corporation, upon the terms and subject to the conditions set forth in the Prospectus dated _____, 2001 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which is hereby acknowledged, the aggregate principal amount of Outstanding Securities set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer - Guaranteed Delivery Procedures for Securities."

7 1/8% NOTES DUE 2011

Amount Tendered: $ _____ Name(s) of Registered Holder(s): _____

Certificate No(s) (if available): _____

_____

$_____
(Total Principal Amount Represented by 7 1/8% Notes Certificate(s))*

7 3/4% DEBENTURES DUE 2031

Amount Tendered: $ _____ Name(s) of Registered Holder(s): _____

Certificate No(s) (if available): _____

_____

$_____
(Total Principal Amount Represented by 7 3/4% Debentures Certificate(s))*

If Outstanding Securities will be tendered by book-entry transfer, provide the following:

DTC Account Number: _____

Date: _____

* Must be in integral multiples of $1,000

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

_____

PLEASE SIGN HERE

X _____ _____

X _____ _____

Signature(s) of Owner(s) or Authorized Signatory — Date

Area Code and Telephone Number: _____

Must be signed by the holder(s) of the Outstanding Securities as their name(s) appear(s) on certificates for Outstanding Securities or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below and, unless waived by Northrop Systems, provide proper evidence satisfactory to Northrop Systems of such person's authority to so act.

Please print name(s) and address(es)

Name(s) _____

_____

_____

_____

Capacity: _____

Address(es): _____

_____

GUARANTEE OF DELIVERY

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States, or an eligible guarantor institution as defined by Rule l7Ad-15 under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to as an "Eligible Institution"), hereby guarantees to deliver to the Exchange Agent, at one of its addresses set forth above, either the Outstanding Securities tendered hereby in proper form for transfer, or confirmation of the book-entry transfer of such Outstanding Securities to the Exchange Agent's account at The Depository Trust Company ("DTC"), pursuant to the procedures for book-entry transfer set forth in the Prospectus, in either case together with one or more properly completed and duly executed Letter(s) of Transmittal, or an Agent's Message in lieu thereof, and any other required documents within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Letter(s) of Transmittal, or an Agent's Message in lieu thereof, and the Outstanding Securities tendered hereby to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

Name of Firm	Authorized Signature
Address	Title
Zip Code	Name (Please type or print)

Area Code and
Telephone Number: _____ Date: _____

NOTE: DO NOT SEND CERTIFICATES FOR OUTSTANDING SECURITIES WITH THIS FORM. CERTIFICATES FOR OUTSTANDING SECURITIES SHOULD ONLY BE SENT WITH YOUR LETTER OF TRANSMITTAL.

NORTHROP GRUMMAN SYSTEMS CORPORATION
(formerly Northrop Grumman Corporation)

INSTRUCTION TO REGISTERED HOLDER AND/OR DEPOSITORY TRUST COMPANY PARTICIPANT FROM BENEFICIAL OWNER
FOR
OFFER TO EXCHANGE ITS

7 1/8% EXCHANGE NOTES DUE 2011 FOR ITS OUTSTANDING 7 1/8% NOTES DUE 2011

7 3/4% EXCHANGE DEBENTURES DUE 2031 FOR ITS OUTSTANDING 7 3/4% DEBENTURES DUE 2031

THE EXCHANGE NOTES AND EXCHANGE DEBENTURES TO BE UNCONDITIONALLY GUARANTEED BY NORTHROP GRUMMAN CORPORATION (formerly NNG, Inc.) AND LITTON INDUSTRIES, INC.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 2001, UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Registered Holder and/or Depository Trust Company Participant:

The undersigned hereby acknowledges receipt of the Prospectus dated, _____, 2001 (the "Prospectus") of Northrop Grumman Systems Corporation, a Delaware corporation, formerly Northrop Grumman Corporation ("Northrop Systems"), Northrop Grumman Corporation, a Delaware corporation, formerly NNG, Inc. ("Northrop Grumman"), and Litton Industries, Inc., a Delaware corporation ("Litton"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), that together constitute Northrop Systems', Northrop Grumman's and Litton's offer (the "Exchange Offer") to exchange Northrop Systems' 7 1/8% Exchange Notes due 2011 and 7 3/4% Exchange Debentures due 2031 (the "Exchange Securities") for all of its outstanding 7 1/8% Notes due 2011 and 7 3/4% Debentures due 2031 (the "Outstanding Securities"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder and/or Depository Trust Company Participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Outstanding Securities held by you for the account of the undersigned.

The aggregate face amount of the Outstanding Securities held by you for the account of the undersigned is (FILL IN AMOUNT):

$ _____ of the 7 1/8% Notes due 2011

$ _____ of the 7 3/4% Debentures due 2031

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX):

[ ] To TENDER the following Outstanding Securities held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT OF OUTSTANDING SECURITIES TO BE TENDERED (IF LESS THAN ALL)):

$ _____ 7 1/8% Notes due 2011

$ _____ 7 3/4% Debentures due 2031

[ ] NOT to TENDER any Outstanding Securities held by you for the account of the undersigned.

If the undersigned instructs you to tender any Outstanding Securities held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations that (i) the undersigned is not an "affiliate" of Northrop Systems, (ii) any Exchange Securities to be received by the undersigned are being acquired in the ordinary course of its business, (iii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of Exchange Securities to be received in the Exchange Offer, and (iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Securities. Northrop Systems may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to Northrop Systems (or an agent thereof) in writing information as to the number of "beneficial owners" within the meaning of Rule 13d-3 under the Exchange Act on behalf of whom the undersigned holds the Outstanding Securities to be exchanged in the Exchange Offer. By tendering Outstanding Securities pursuant to the Exchange Offer, a holder of Outstanding Securities which is a broker-dealer represents and agrees, consistent with certain interpretive letters issued by the staff of the Division of Corporation Finance of the Securities and Exchange Commission to third parties, that such Outstanding Securities were acquired by such broker-dealer for its own account as a result of market-making activities or other trading activities, and it will deliver a Prospectus (as amended or supplemented from time to time) meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities (provided that, by so acknowledging and by delivering a Prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act).

SIGN HERE

_____

Name of beneficial owner(s)

_____

_____

Signature(s)

_____

_____

Name(s) (please print)

_____

(Address)

_____

(Telephone Number)

_____

(Taxpayer Identification or Social Security Number)

_____

Date

[ ] Check here if you are a broker-dealer and wish to receive 10 additional copies of the Prospectus and 10 copies of any amendments or supplements thereto.