

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1

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

NORTHROP GRUMMAN CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation or
organization)

3721
(Primary Standard
Industrial Classification
Code Number)

95-1055798
(I.R.S. Employer
Identification No.)

1840 Century Park East
Los Angeles, California 90067
(310) 553-6262

(Address, including zip code, and telephone number, including area code, of
registrant's principal executive offices)

John H. Mullan
Corporate Vice President and Secretary
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:

Charles M. Nathan
Thomas W. Christopher
Fried, Frank, Harris,
Shriver & Jacobson
One New York Plaza
New York, New York 10004
(212) 859-8000

Christopher A. Head
Comptek Research Inc.
2732 Transit Road
Buffalo, New York 14224
(716) 677-4070

James R. Tanenbaum
Richard S. Forman
Stroock & Stroock & Lavan
LLP
180 Maiden Lane
New York, New York 10038
(212) 806-5400

Approximate date of commencement of proposed sale of the securities to the
public: As soon as practicable after this registration statement becomes
effective and upon consummation of the transactions described in the enclosed
prospectus.

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 registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant 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, or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Northrop Grumman. The Delaware General Corporation Law (the "DGCL") authorizes corporations to limit or eliminate the personal liability of directors to the corporation and its stockholders for monetary damages in connection with the breach of a director's fiduciary duty of care. The duty of care requires that, when acting on behalf of the corporation, directors must exercise an informed business judgment based on all material information reasonably available to them. Absent the limitation authorized by the DGCL, directors could be accountable to corporations and their stockholders for monetary damages for conduct that does not satisfy such duty of care. Although the DGCL does not change a director's duty of care, it enables corporations to limit available relief to equitable remedies such as injunction or rescission. Northrop Grumman's certificate of incorporation limits the liability of directors to the corporation or its stockholders to the fullest extent permitted by the DGCL as in effect from time to time. Specifically, directors of Northrop Grumman will not be personally liable for monetary damages for breach of a 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 DGCL or (iv) for any transaction from which the director derives any improper personal benefit.

The bylaws of Northrop Grumman provide that the corporation shall indemnify its officers, directors and employees to the fullest extent permitted by the DGCL. Northrop Grumman believes that indemnification under its bylaws covers at least negligence and gross negligence on the part of the indemnified parties.

Northrop Grumman has entered into an agreement with each of its directors and certain of its officers indemnifying them to the fullest extent permitted by the foregoing. Northrop Grumman has also purchased director and officer liability insurance.

Comptek. The merger agreement provides that the indemnification provisions set forth in Comptek's certificate of incorporation and bylaws shall survive the merger and shall not be amended, repealed or modified for at least six years after the effective time of the merger in any manner that would adversely affect the rights of persons indemnified thereunder.

Sections 721-727 of the New York Business Corporation Law ("NYBCL") contain detailed provisions regarding indemnification of and liability insurance for, directors and officers of New York corporations against expenses, judgments, fines and amounts paid in settlement in connection with litigation. Specifically, Section 722 of the NYBCL permits indemnification against judgments, fines and amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of legal actions or proceedings. Under Section 723 of the NYBCL, if a litigant is successful in the defense of such an action or proceeding, he or she is automatically entitled to indemnification. Otherwise, indemnification will depend upon whether or not the director or officer has lived up to an appropriate standard of conduct in the performance of his or her duties.

Comptek's certificate of incorporation limits the liability of directors to the corporation or its shareholders to the fullest extent permitted by the NYBCL as in effect from time to time. Specifically, directors of Comptek will not be personally liable for damages for any breach of duty as a director, except where a judgment or other final adjudication adverse to such director establishes that (i) such director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or (ii) such director personally gained in fact a financial profit or other advantage to which such director was not legally entitled or (iii) such director's acts violated Section 719 of the NYBCL. Comptek's bylaws further provide that every person who is or was a director, officer or employee of the corporation may be indemnified by the corporation against any and all liability and reasonable expense that may be incurred by such person in connection with or resulting from any claim in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director, officer or employee of the corporation, provided such person acted, in good faith, in a manner

he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in addition in any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The merger agreement also provides that after the effective time of the merger, Comptek shall indemnify and hold harmless, to the fullest extent permitted under applicable law and its charter documents, each present and former director or officer of Comptek against all costs, judgments, fines, losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees incurred in connection with any action claim, suit, proceeding or investigation arising out of or pertaining to matters relating to their service as an officer or director, in each case existing or occurring at or before the effective time of the merger.

The merger agreement further provides that, for a period of six years after the effective time of the merger, Comptek shall provide to its current directors and officers liability insurance protection reasonably comparable to the directors' and officers' liability insurance policies maintained by Comptek immediately prior to the effective time; provided, however, that in no event shall Comptek be required to expend in any one year an amount in excess of 150% of the annual premiums currently paid by Comptek for such insurance; and, provided, further, that if the annual premiums of such insurance coverage exceed such amount, Comptek shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding 150% of the annual premiums.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of June 12, 2000, among Northrop Grumman Corporation, Comptek Research, Inc. and Yavapai Acquisition Corp (included as Annex B to the prospectus).
2.2	Tender Agreement, dated as of June 15, 2000, among Yavapai Acquisition Corp. and the shareholders listed in the signature pages thereto (included on Annex C to the prospectus).
3.1	Certificate of Incorporation of Northrop Grumman Corporation, as amended, incorporated by reference to Exhibit 4.1 of Northrop Grumman's Registration Statement on Form S-3 (33-55143) filed on August 18, 1994.
3.2	Bylaws of Northrop Grumman Corporation, as amended and restated on February 16, 2000, incorporated by reference to Exhibit 3.A of Northrop Grumman's Quarterly Report on Form 10-Q for the period ended March 31, 2000, filed on May 9, 2000.
4.1	Specimen Common Stock Certificate incorporated by reference to Exhibit 4.8 of Northrop Grumman's Registration Statement on Form S-3 (33-85633), dated August 20, 1999.
5.1	Opinion of John H. Mullan regarding the validity of the securities being registered.*
8.1	Opinion of Howrey Simon Arnold & White, LLP regarding certain tax matters.*
15.1	Letter from Independent Accountant regarding unaudited accounting information.*
23.1	Consent of Deloitte & Touche, LLP (for Northrop Grumman).*
23.2	Consent of KPMG LLP (for Comptek).*
23.3	Consent of John H. Mullan (included in Exhibit 5.1).
23.4	Consent of Howrey Simon Arnold & White, LLP (included in Exhibit 8.1).
24.1	Power of Attorney.*

24.2 Power of Attorney.*

99.1 Form of Letter of Transmittal.*

99.2 Form of Notice of Guaranteed Delivery.*

99.3 Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.*

99.4 Form of Letter to Clients.*

99.5 Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.*

99.6 Consent of CIBC World Markets Corp.*

99.7 Consent Letter, dated June 29, 2000, from Manufacturers and Traders Trust Company.*

99.8 Form of Instructions to Participants in the Comptek Research, Inc. Employee Stock Purchase Plan.

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* Previously Filed.

(b) Not applicable

(c) Not applicable

ITEM 22. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to 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 this 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 and of the estimated 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 this registration statement or any material change to such information in the registration statement;

provided, however, that the undertakings set forth in the paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this 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; and

(4) that, if the registrant is a foreign private issuer, to file a post-effective amendment to the Registration Statement to include any financial statements required by Rule 3-19 at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished; provided, that the registrant includes in the prospectus, by means of a post-effective statement, financial statements required pursuant to this paragraph

(a) (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a) (3) of the Act or Rule 3-19 if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 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) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by a person or part who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(d) The registrant undertakes that every prospectus: (i) that is filed pursuant to paragraph (a) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes 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.

(e) That, insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in such Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant 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 registrant will, unless in the opinion of its 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 such Act and will be governed by the final adjudication of such issue.

(f) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this form, 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.

(g) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not 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 certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunder duly authorized, in the City of Los Angeles, State of California, on this 11th day of July, 2000.

NORTHROP GRUMMAN CORPORATION

/s/ John H. Mullan

By:

 John H. Mullan
 Attorney in Fact*

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 -----
/s/ Kent Kresa ----- Kent Kresa*	Chairman of the Board, President and Chief Executive Officer and Director (Principal Executive Officer)	July 11, 2000
/s/ Richard B. Waugh, Jr. ----- Richard B. Waugh, Jr.*	Corporate Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	July 11, 2000
/s/ Jack R. Borsting ----- Jack R. Borsting*	Director	July 11, 2000
/s/ John T. Chain, Jr. ----- John T. Chain, Jr.*	Director	July 11, 2000
/s/ Vic Fazio ----- Vic Fazio*	Director	July 11, 2000
/s/ Phillip Frost ----- Phillip Frost*	Director	July 11, 2000
/s/ Robert A. Lutz ----- Robert A. Lutz*	Director	July 11, 2000
/s/ Aulana L. Peters ----- Aulana L. Peters*	Director	July 11, 2000

Signature

Title

Date

/s/ John E. Robson

Director

July 11, 2000

John E. Robson*

/s/ Richard M. Rosenberg

Director

July 11, 2000

Richard M. Rosenberg*

/s/ John Brooks Slaughter

Director

July 11, 2000

John Brooks Slaughter*

/s/ Richard J. Stegemeier

Director

July 11, 2000

Richard J. Stegemeier*

/s/ John H. Mullan

*By:

Attorney in Fact

*By authority of powers of attorney
filed with this registration statement

American Stock Transfer & Trust Co.
Reorganization Department
40 Wall Street, 46th Floor
New York, NY 10005

CONFIDENTIAL INSTRUCTIONS

With Respect To The
Offer to Exchange Each Outstanding Share of Common Stock
(Including The Associated Preferred Stock Purchase Rights)

of

Comptek Research, Inc.

for

Shares of Common Stock
(Including The Associated Preferred Stock Purchase Rights)

of

Northrop Grumman Corporation

Based On The Exchange Ratio Described In The Prospectus

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE
AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 2, 2000 UNLESS EXTENDED.

To Participants in the
Comptek Research, Inc. Employee Stock Purchase Plan

Enclosed for your consideration is the Prospectus, dated July 6, 2000 (the "Prospectus") (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), in connection with the offer by Northrop Grumman Corporation, a Delaware corporation ("Northrop Grumman"), through its wholly owned subsidiary, Yavapai Acquisition Corp., a Delaware corporation ("Yavapai"), to exchange shares of common stock of Northrop Grumman, par value \$1.00 per share (including the associated preferred stock purchase rights), for each outstanding share of common stock, par value \$0.02 per share (together with the associated preferred stock purchase rights, each, a "Comptek Share" and, collectively, the "Comptek Shares"), of Comptek Research, Inc., a New York corporation ("Comptek"), based on the exchange ratio described in the Prospectus and otherwise upon the terms and subject to the conditions set forth in the Offer. The Offer is being made in connection with the Agreement and Plan of Merger dated as of June 12, 2000 ("Merger Agreement") among Northrop Grumman, Yavapai and Comptek. The Merger Agreement provides, among other things, that following the completion of the Offer and the satisfaction or waiver, if permissible, of all conditions set forth in the Merger Agreement and in accordance with the New York Business Corporation Law and Delaware General Corporation Law, Yavapai will be merged with and into Comptek (the "Merger"), with Comptek surviving the Merger as a wholly owned subsidiary of Northrop Grumman. This material is being forwarded to you as the beneficial owner of Comptek Shares held by us for your account under the Employee Stock Purchase Plan. A tender of such Comptek Shares can be made only by us, acting in our capacity as administrator of the Employee Stock Purchase Plan, pursuant to your instructions.

If you wish to have us tender any or all of your Comptek Shares held in your account under the Employee Stock Purchase Plan, please sign and send to us the Direction Form set forth on the reverse side of this letter. An envelope in which to return the Direction Form is enclosed. If you do not return the Direction Form, we will not tender any of the Comptek Shares held in your account under the Employee Stock Purchase Plan. We urge you to read carefully the Prospectus provided herewith before instructing us to tender your Comptek Shares.

To assure that your Direction Form can be processed on time, please execute the Direction Form and deliver it to us before 5:00 p.m., New York City Time, on July 31, 2000, unless the Offer is extended.

DIRECTION FORM

COMPTEK RESEARCH, INC.

Employee Stock Purchase Plan

To American Stock Transfer & Trust Company:

I am a participant in the Comptek Research, Inc. Employee Stock Purchase Plan and, as such, I received a copy of your letter and the enclosed Prospectus dated July 6, 2000 (the "Prospectus") (which, together with any amendments or supplements thereto, collectively constitute the "Offer") relating to the Offer by Northrop Grumman Corporation, a Delaware corporation ("Northrop Grumman"), through its wholly owned subsidiary, Yavapai Acquisition Corp., a Delaware corporation, to exchange shares of common stock of Northrop Grumman, par value \$1.00 per share (including the associated preferred stock purchase rights), for each outstanding shares of common stock, par value \$0.02 per share (together with the associated preferred stock purchase rights, each, a "Comptek Share" and, collectively, the "Comptek Shares"), of Comptek Research, Inc. a New York corporation ("Comptek"), based on the exchange ratio described in the Prospectus and otherwise upon the terms and subject to the conditions set forth in the Offer.

Upon the terms and subject to the conditions set forth in the Offer, I hereby direct you to:

Tender for exchange all Comptek Shares held by you for my account.

Tender for exchange (insert number) Comptek Shares held by you for my account.

Do not tender any Comptek Shares held by you for my account.

(Signature of Participant)

(Signature of Participant)

(Date)

If shares are held in joint names,
each co-owner must sign.