

As filed with the Securities and Exchange Commission on February 5, 1998

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933

RAYTHEON COMPANY

(Exact name of issuer as specified in its charter)

Delaware 95-1778500  
(State or other jurisdiction (I.R.S. Employer Identification No.)  
of incorporation or organization)

141 Spring Street, Lexington, Massachusetts 02173  
(Address of Principal Executive Offices) (Zip Code)

Raytheon Company 1976 Stock Option Plan  
Raytheon Company 1991 Stock Plan  
Raytheon Company 1995 Stock Option Plan  
Raytheon Company 1997 Nonemployee Directors Restricted Stock Plan  
Plan For Granting Options In Substitution For  
Stock Options Granted by Texas Instruments Incorporated  
Plan For Granting Roll-over Options In Substitution For  
Stock Options Granted by Hughes Electronics Corporation  
(Full titles of the plans)

Thomas D. Hyde, Vice President and General Counsel  
Raytheon Company  
141 Spring Street  
Lexington, Massachusetts 02173  
(781) 862-6600  
(Name and address of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share*	Proposed Maximum Aggregate Offering Registration Price*	Amount of Fee
Class B Common Stock, \$.01 par value per share	52,766,692 shares	\$53.375*	\$2,816,422,185*	\$830,844.54

\* This estimate is made pursuant to Rule 457(h) solely for the purpose of determining the registration fee. It is not known how many shares will be purchased under the plans or at what price such shares will be purchased. The above calculation is based on the average of the high and low prices of the Registrant's Class B Common Stock as reported on the New York Stock Exchange on February 2, 1998.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participating employees as specified by Rule

428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not being filed with or included in this Registration Statement (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC"). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference

The following documents filed with the SEC by Raytheon Company (File No. 1-3699, the "Company") or by Raytheon Company (File No. 1-2833), predecessor to the Company by merger ("Former Raytheon Company"), are hereby incorporated by reference in this Registration Statement:

(a) The Company's Solicitation Statement/Prospectus (the "Solicitation Statement") filed pursuant to Rule 424(b)(3) under the Securities Act dated November 10, 1997.

(b) All reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since the end of the fiscal year covered by the Solicitation Statement, including:

(i) The Company's Current Report on Form 8-K dated December 17, 1997;

(ii) Former Raytheon Company's Annual Report on Form 10-K for the year ended December 31, 1996;

(iii) Former Raytheon Company's Quarterly Reports on Form 10-Q for the periods ended March 30, 1997, June 29, 1997 and September 28, 1997; and

(iv) Former Raytheon Company's Current Reports on Form 8-K dated January 4, 1997, January 16, 1997, March 14, 1997, July 11, 1997, September 10, 1997, October 7, 1997 (as amended October 28, 1997) and December 17, 1997.

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(c) The description of the Company's Class B Common Stock set forth under the captions "New Raytheon Capital Stock" and "Comparison of Rights of Stockholders of Raytheon and New Raytheon" on pages 110-117 and 118-123, respectively, of the Solicitation Statement.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all of such securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document or portion thereof which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### Item 4. Description of Securities

Not applicable.

#### Item 5. Interests of Named Experts or Counsel

The legality of Common Stock to be issued pursuant to the Plans will be passed upon for the Company by John W. Kapples, Esq., Corporate Counsel and Assistant Secretary of the Company. Mr. Kapples holds options to purchase 7,100 shares of the Company's Class B Common Stock.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware sets forth provisions permitting and, in some situations, requiring Delaware corporations, such as the Company, to provide indemnification to their directors and officers for losses and litigation expense incurred in connection with their service to the corporation in those capacities.

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Article X of the Registrant's Amended and Restated Certificate of Incorporation provides as follows:

"Section 1. Limited Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Neither the amendment nor repeal of Section 1 of this Article X shall eliminate or reduce the effect of Section 1 of this Article X in respect of any matter occurring, or any cause of action, suit or claim that, but for Section 1 of this Article X would accrue or arise, prior to such amendment or repeal.

Section 2. Indemnification and Insurance. (a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgment, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974, as in effect from time to time) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of such person's heirs, executors and administrators; provided however, that, except as provided in paragraph (b) of this Section, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or party thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to have the Corporation pay the expenses incurred in defending any such proceeding in advance of its final disposition; any advance payments to be paid by the Corporation within 20 calendar days after the receipt by the

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Corporation of a statement or statements from the claimant requesting such advance or advances from time to time, provided, however, that, if and to the extent the DGCL requires, the payment of such expenses incurred by a director or officer in such person's capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced from time to time by the Board, grant rights to indemnification, and rights to have the Corporation pay the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this

Section is not paid in full by the Corporation within 30 calendar days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of providing such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the Claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person (including, without limitation, any person other than a officer or director of the Corporation) may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of Stockholders or disinterested directors or otherwise. No repeal or modification of this Article shall in any way diminish or adversely affect the rights of any director or officer of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

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(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(e) Severability. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this Article X (including, without limitation, each portion of any paragraph of this Article X containing any such provisions held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable."

In addition, the Company maintains insurance for the benefit of its directors and officers, and directors and officers of its subsidiaries, against liabilities and expenses incurred by any of them in certain stated proceedings and under certain stated conditions.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See Exhibit Index attached.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of this

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;

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- (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

provided, however, that paragraphs (a)(1)(i) and (a)(1)(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 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 that remain unsold at the termination of the offering.
- (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 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 registrant pursuant to the foregoing provisions, 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 the Securities Act of 1933 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

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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 the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Lexington, Commonwealth of Massachusetts, on this 3rd day of February, 1998.

RAYTHEON COMPANY

By: /s/ Thomas D. Hyde  
 Thomas D. Hyde  
 Senior Vice President and General Counsel

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SIGNATURES

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

Signature	Title	Date
/s/ Dennis J. Picard* Dennis J. Picard	Chairman of the Board of Directors and Chief Executive Officer(Principal Executive Officer) and Director	February 3, 1998
/s/ Peter R. D'Angelo* Peter R. D'Angelo	Vice President and Chief Financial Officer (Principal Financial Officer)	February 3, 1998
/s/ Michele C. Heid* Michele C. Heid	Vice President - Corporate Controller and Investor Relations (Principal Accounting Officer)	February 3, 1998
/s/ Ferdinand Colloredo-Mansfeld* Ferdinand Colloredo-Mansfeld	Director	February 3, 1998
Steven D. Dorfman	Director	
/s/ Theodore L. Eliot, Jr.* Theodore L. Eliot, Jr.	Director	February 3, 1998
Thomas E. Everhart	Director	
/s/ John R. Galvin* John R. Galvin	Director	February 3, 1998
/s/ Barbara B. Hauptfuhrer* Barbara B. Hauptfuhrer	Director	February 3, 1998
/s/ Richard D. Hill* Richard D. Hill	Director	February 3, 1998

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/s/ L. Dennis Kozlowski* L. Dennis Kozlowski	Director	February 3, 1998
/s/ James N. Land, Jr.* James N. Land, Jr.	Director	February 3, 1998
/s/ A. Lowell Lawson* A. Lowell Lawson	Director	February 3, 1998
Charles H. Noski	Director	
/s/ Thomas L. Phillips* Thomas L. Phillips	Director	February 3, 1998
/s/ Warren B. Rudman* Warren B. Rudman	Director	February 3, 1998
/s/ Alfred M. Zeien* Alfred M. Zeien	Director	February 3, 1998

\*By Thomas D. Hyde, attorney-in-fact.



## Exhibit Index

Exhibit No.	Description of Documents
4.1	Raytheon Company Amended and Restated Certificate of Incorporation, heretofore filed as an exhibit to the Registrant's Current Report on Form 8-K dated December 17, 1997, is hereby incorporated by reference.
4.2	Raytheon Company Amended and Restated By-Laws, heretofore filed as an exhibit to the Registrant's Current Report on Form 8-K dated December 17, 1997, are hereby incorporated by reference.
4.3	Raytheon Company 1976 Stock Option Plan.
4.4	Raytheon Company 1991 Stock Plan.
4.5	Raytheon Company 1995 Stock Option Plan.
4.6	Raytheon Company 1997 Nonemployee Directors Restricted Stock Plan.
4.7	Plan for granting options in substitution for stock options granted by Texas Instruments Incorporated.
4.8	Plan for granting options in substitution for stock options granted by Hughes Electronics Corporation.
5.1	Opinion of John W. Kapples, Esq. as to the legality of the securities being registered.
23.1	Consent of John W. Kapples, Esq. (included in Exhibit 5.1).
23.2	Consent of Coopers & Lybrand L.L.P.
23.3	Consent of Ernst & Young LLP.
23.4	Consent of Deloitte & Touche LLP.
24.1	Power of Attorney.



## EXHIBIT 4.8

Plan for Granting Stock Options in  
Substitution for Stock Options Granted by  
Hughes Electronics Corporation

Raytheon Company will grant options to purchase shares of the Class B Common Stock of Raytheon Company ("Substitute Options") to individuals ("Optionees") in substitution for options granted to Optionees by Hughes Electronics Corporation with respect to shares of General Motors Class H Common Stock ("Original Options"). The Substitute Options will meet the following requirements: (1) the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Substitute Options will be no greater than the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Original Options; and (2) the Substitute Options will not give Optionees additional benefits which they did not have under the Original Options.

RAYTHEON COMPANY  
1991 STOCK PLAN  
ADOPTED MARCH 27, 1991

Section 1.                   Establishment and Purpose

The Raytheon Company 1991 Stock Plan (the "1991 Plan"), for eligible employees is established effective March 27, 1991, subject to stockholder approval at the Corporation's 1991 Annual Meeting. The purpose of the Plan is to attract and retain the best available talent and encourage the highest level of performance by employees in order to enhance the profitable growth of the Corporation and otherwise to serve the best interests of the Corporation and its shareholders. By affording eligible employees the opportunity to acquire proprietary interests in the Corporation and by providing them incentives to put forth maximum efforts for the success of the Corporation's business, the 1991 Plan is expected to contribute to the attainment of those objectives.

The maximum number of shares of common stock as to which awards may be granted from time to time under the 1991 Plan shall be 2,000,000. If for any reason, any shares as to which an option has been granted cease to be subject to purchase thereunder or any restricted shares or restricted units are forfeited to the Corporation, or to the extent that any awards under the 1991 Plan denominated in shares or units are paid or settled in cash or are surrendered upon the exercise of an option, then (unless the 1991 Plan shall have been terminated) such shares or units and any shares received by the Corporation upon the exercise of an option, shall become available for subsequent awards under the 1991 Plan (to the same employee who received the original award or to a different employee or employees); provided, however, that shares received by the Corporation upon the exercise of an incentive stock option shall not be available for the subsequent award of additional incentive stock options under the 1991 Plan. Any shares issued by the Corporation in respect of the assumption or substitution of outstanding awards from a corporation or other business entity acquired by the Corporation shall not reduce the number of shares available for awards under the 1991 Plan. No incentive stock option shall be granted hereunder more than ten years after March 26, 1991. The Stock which may be issued under the 1991 Plan may be authorized but unissued Stock or stock now or hereafter held by the Corporation as Treasury Stock; such Stock may be acquired, subsequently or in anticipation of the transaction, in the open market to satisfy the requirements of the 1991 Plan.

Section 2.                   Definitions

The following terms, as used herein, shall have the meaning specified:

"Board of Directors" means the Board of Directors of Raytheon Company as it may be comprised from time to time.

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"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference in the 1991 Plan to any section of the Code shall be deemed to include any amendments or successor provision to such section and any regulations under such section.

"Committee" shall mean the Compensation Committee of the Board of Directors appointed to administer the Plan in accordance with Section 3.

"Corporation" means Raytheon Company including its affiliates and subsidiaries.

"Eligible Employees" - Awards will be limited to officers and other employees who are regular full-time employees of the Corporation. In determining the employees to whom awards shall be granted and the number of shares or units to be covered by each award, the Committee shall take into account the nature of employees' duties, their present and potential contributions to the success of the Corporation and such other factors as it shall deem relevant in connection with accomplishing the purposes of the 1991 Plan. A director of the Corporation or of a subsidiary who is not also a regular full-time employee will not be eligible to receive an award.

"Option" shall mean any option granted under the 1991 Plan for the

purchase of common stock.

"Participant" means any eligible employee who is approved by the Committee to participate in the 1991 Plan.

"Restricted Award" shall mean a Restricted Unit Award or a Restricted Stock Award.

"Restricted Period" means the designated period of time during which restrictions are in effect with respect to the Restricted Stock or Restricted Units.

"Restricted Stock" means Stock contingently awarded to a Participant under the 1991 Plan subject to the restrictions set forth in Sections 4 and 5.

"Restricted Stock Award" shall mean an award of common stock granted under the restricted award provisions of the 1991 Plan.

"Restricted Units" are units to acquire shares of common stock (or in the sole discretion of the Committee, cash as provided in Section 5.4) which are restricted as provided in Section 5.

"Stock" means shares of common stock of Raytheon Company.

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Section 3. Administration of the Plan

The 1991 Plan shall be administered by the Compensation Committee of the Board of Directors of Raytheon Company. No member of this Committee shall be a Participant in this Plan. If any member of the Committee shall at any time not be a "disinterested person" or shall otherwise not qualify to administer the 1991 Plan as contemplated by Rule 16b-3, as amended, or other applicable rules under Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the 1991 Plan shall be administered by only those members of the Committee who qualify as such disinterested persons or otherwise are so qualified to administer the 1991 Plan in compliance with such rules.

The Committee shall have plenary authority in its discretion, subject to and not inconsistent with the express provisions of the 1991 Plan, to grant options, to determine the purchase price of the common stock covered by each option, the term of each option, the employees to whom, and the time or times at which, options shall be granted and the number of shares to be covered by each option; to designate options as incentive stock options or nonqualified options; to grant restricted shares and restricted units and to determine the term of the restricted period and other conditions applicable to such shares or units, the employees to whom, and the time or times at which, restricted shares or restricted units shall be granted and the number of shares or units to be covered by each grant; to interpret the 1991 Plan; to prescribe, amend and rescind rules and regulations relating to the 1991 Plan; to determine the terms and provisions of the option agreements and the restricted share and restricted unit agreements (which need not be identical) entered into in connection with awards under the 1991 Plan; and to make all other determinations deemed necessary or advisable for the administration of the 1991 Plan. The Committee may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Committee or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the 1991 Plan.

The Committee may employ attorneys, consultants, accountants or other persons and the Committee, the Corporation and its officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon all employees who have received awards, the Corporation and all other interested persons. No member or agent of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the 1991 Plan or awards made thereunder, and all members and agents of the Committee shall be fully protected by the Corporation in respect of any such action, determination or interpretation.

Section 4. Award and Delivery of Restricted Stock or Restricted Units

4.1 At the time a Restricted Stock Award or Restricted Unit Award is made, the Restricted Period applicable to such Restricted Stock Award or Restricted Unit Award shall be established and shall not be less than one year nor more than ten years. Each Restricted Award may have a different Restricted Period. At the time a Restricted Award is made, conditions may be specified for the incremental lapse of restrictions during the Restricted Period and for the termination of restrictions upon the satisfaction of other conditions in addition to or other than the expiration of the Restricted Period, including but not limited to provisions related to a change of control, with respect to all or any portion of the Restricted Stock or Restricted Units.

4.2 All restrictions shall terminate with respect to all Restricted Stock or Restricted Units upon the Participant's (i) death; or (ii) total disability as evidenced by commencement and continuation for more than one year of benefits under the Corporation's Long Term Disability Plan (or if not a member of the Long Term Disability Plan the Participant would have been eligible for benefits using Long Term Disability Plan standards); or (iii) retirement at age 65 or later unless otherwise specified in the Restricted Award.

4.3 Each Restricted Award shall be evidenced by a written agreement signed by the Participant and the Chief Executive Officer, or, in the case of a Restricted Award to the Chief Executive Officer, by the Participant and by a member of the Committee (the "award letter") which shall state the Restricted Period and such other terms and conditions which may be applicable, including payment by the Participant of the par value of the Restricted Stock upon execution of the award letter (the "Purchase Price") if such payment is required by state law.

## Section 5. Restrictions

5.1 A stock certificate representing the number of shares of Restricted Stock granted to a Participant shall be registered in the Participant's name but shall be held in custody by the Corporation for the Participant's account. The Participant shall generally have the rights and privileges of a stockholder as to such Restricted Stock including the right to vote such Restricted Stock, except that the following restrictions shall apply: (i) the Participant shall not be entitled to delivery of the certificate until the expiration or termination of the Restricted Period and the satisfaction of any other conditions specified in the award letter; (ii) none of the Restricted Stock may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of during the Restricted Period and until the satisfaction of any other conditions specified in the award letter; and (iii) except as set forth in Section 4 or as set forth in the award letter executed pursuant to Section 4, all of the Restricted Stock shall be forfeited and all rights of the Participant to such Restricted Stock including any stock dividends on such Restricted Stock shall terminate without further obligation on the part of the Corporation unless the Participant has remained a regular full-time employee of the Corporation until the expiration or termination of the Restricted Period and the satisfaction of any other conditions specified in the award letter applicable to such Restricted Stock.

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The Participant shall have the same rights and privileges, and be subject to the same restrictions, with respect to any Stock received pursuant to Section 8.

5.2 At the discretion of the Corporation, cash dividends with respect to the Restricted Stock may be either currently paid or withheld by the Corporation for the Participant's account, and interest shall be paid on the amount of cash dividends withheld at a rate and subject to such terms as determined by the Corporation. Cash dividends so withheld shall not be subject to forfeiture. Stock dividends with respect to the Restricted Stock (if the distribution of such does not generate federal income tax liability to the Participant) shall be held in the Participant's account and shall be subject to forfeiture. Stock dividends which are taxable to the Participant may, in the discretion of the Committee, be distributed to the Participant. Upon the forfeiture of any Restricted Stock, such forfeited Stock and any stock dividends on such forfeited Stock held for Participant's account shall be transferred to the Corporation without further action by the Participant and any amounts paid by the Participant upon the issuance of the Restricted Stock shall be returned to the Participant with interest.

5.3 Upon the expiration or termination of the Restricted Period and the

satisfaction of any other conditions prescribed by the Committee or at such earlier time as provided for in Section 4 or in the award letter applicable to such Restricted Stock, the restrictions applicable to the Restricted Stock shall terminate and a stock certificate for the number of shares with respect to which the restrictions have terminated shall be delivered, free of all such restrictions, except any that may be imposed by law, to the Participant or the Participant's beneficiary or estate, as the case may be. The Corporation shall not be required to deliver any fractional share of common stock but will pay, in lieu thereof, the fair market value (determined as of the date the restrictions terminate) of such fractional share to the Participant or the Participant's beneficiary or estate, as the case may be. No payment will be required from the Participant upon the delivery of any Restricted Stock, except any payment of par value which may be required by state law and except that any amount necessary to satisfy applicable federal, state or local tax requirements shall be satisfied by withholding an equivalent amount of Stock (valued at fair market value on the date the restrictions terminate) or paid promptly by the Participant upon notification of the amount due and prior to or concurrently with the delivery of a certificate representing such Stock.

5.4 In the case of an award of Restricted Units, no shares of common stock shall be issued at the time the award is made, and the Corporation shall not be required to set aside a fund for the payment of any such award.

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Upon the expiration or termination of the Restricted Period and the satisfaction of any other conditions prescribed by the Committee or at such earlier time as provided for in Section 4, the Corporation shall deliver to the employee or the employee's beneficiary or estate, as the case may be, one share of common stock for each Restricted Unit with respect to which the restrictions have lapsed ("vested unit") and cash equal to any dividend equivalents credited with respect to each such vested unit and the interest thereon; provided, however, that the Committee may, in its sole discretion, elect to pay cash or part cash and part common stock in lieu of delivering only common stock for the vested units. If a cash payment is made in lieu of delivering common stock, the amount of such cash payment shall be equal to the mean between the highest and lowest sales prices of the common stock as reported in the New York Stock Exchange Composite Tape for the date on which the Restricted Period lapsed with respect to such vested unit, or if there are no sales on such date, on the next preceding day on which there were sales. Upon the occurrence of change in control (as defined in Section 11 (b)), all outstanding vested units (including Restricted Units whose restrictions have lapsed as a result of the occurrence of such change in control) and credited dividend equivalents shall be payable as soon as practicable but in no event later than ninety days after such change in control in cash, in shares of common stock, or part in cash and part in common stock, as the Committee, in its sole discretion, shall determine. To the extent that an employee receives cash in payment for his or her vested units, such employee shall receive an amount equal to the fair market value of the shares of common stock he or she would have received had he or she been delivered common stock.

Section 6. Termination of Employment

Unless otherwise determined by the Compensation Committee, or otherwise provided in the award letter, if a Participant to whom Restricted Stock has been granted ceases to be an employee of the Corporation prior to the end of the Restricted Period and the satisfaction of any other conditions specified in the award letter, for any reason other than the reasons specified in Section 4, the Participant shall immediately forfeit all Restricted Stock and stock dividends thereon. Nothing in the 1991 Plan or in any Restricted Award or option granted pursuant to the 1991 Plan shall confer upon any employee any right to continue in the employ of the Corporation or interfere in any way with the right of the Corporation to terminate such employment at any time.

Section 7. Options

Each employee to whom an Option is granted under the 1991 Plan shall, as consideration therefor, remain in continuous employ of the Corporation for twelve months from the date of the granting of such Option before the employee can exercise any part thereof, and said options shall, subject to the limitations on incentive stock options set forth below, be exercisable in full at the expiration of twelve months from the date of grant. When an employee to whom an Option has been granted takes an authorized leave of absence (which does

not constitute a cessation of employment pursuant hereto), the period of time elapsed during such leave of absence, shall be included in computing the dates upon which any part of the Option becomes exercisable, except to the extent that the Committee in its discretion otherwise determines. The Committee may, in its sole discretion, cancel in whole or in part, the unexercised portion of any Option at any time that it determines that the optionee is not performing satisfactorily the duties to which he or she was assigned on the effective date of the grant of the Option to him or her, or duties of at least equal responsibility.

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Except as otherwise provided below, no option shall be exercised unless at the time of such exercise the holder of the Option is in the employment of the Corporation. Employees who are on authorized leave of absence or who are on salary continuance or vacation subsequent to the last day worked as defined herein are not "in the employment of the Corporation or one of its subsidiaries" for purposes of this Section. Employees who retire while on vacation, leave of absence or salary continuance, shall be deemed to have retired at the close of business on the last day worked.

Each incentive option granted hereunder shall by its terms provide: (a) that such Option shall not be exercised after expiration of ten years from the effective date of granting such Option and (b) that the aggregate fair market value (determined at the time the option is granted) of the stock with respect to which incentive stock options are exercisable for the first time by any individual employee during any calendar year (under all incentive stock option plans of Raytheon Company and its subsidiary corporations) shall not exceed \$100,000. No incentive stock option shall be granted if the exercise thereof would cause the optionee to become the holder of ten percent or more of the Corporation's common stock. Incentive options may contain such additional provisions as may be required in order to be "incentive stock options" under the Code.

Nonqualified options shall not be exercisable after expiration of eleven years from the effective date of grant. Subject to the foregoing, an Option granted under the Plan shall be exercisable in whole or at any time at the expiration of one year from the date of grant or in part from time to time thereafter but in no case may an option be exercised for a fraction of a share.

Each option granted under this Plan shall by its terms provide that it is not assignable or transferable otherwise than by will or the laws of descent and distribution and an option may be exercised during the lifetime of the holder thereof only by him or her. The holder of an Option or his or her legal representatives, legatees, or distributees, as the case may be, shall have none of the rights or a stockholder with respect to any shares subject to such Option until such shares have been issued to him or her under the terms of this Plan.

Notwithstanding the foregoing, in the case of Options granted under the 1991 Plan in substitution of outstanding options or awards granted by a corporation or other business entity acquired by the Corporation (a "Substitute Option"), the date of granting of such Substitute Option shall be deemed to be the date of the original grant of the option being substituted (a "Substituted Option") by the corporation or other business entity acquired by the Corporation and an employee's service in the continuous employ of such acquired corporation or business entity since the grant of the Substituted Option shall be included for purposes of determining the length of said employee's service in the continuous employ of the Corporation.

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#### 7.1 Procedure for Exercise

Any Option granted pursuant to the Plan may be exercised by submitting to the Office of the Senior Vice President - Human Resources a completed copy of an exercise form together with cash, a certified or cashier's check, or other negotiable instrument acceptable to the Corporation, in the full amount of the total price of the shares for which the Option is to be exercised. The Option will be deemed to have been exercised only when the completed form with such check has been received by the Office of the Senior Vice President - Human Resources. A request for exercise which is received by the Office of the Senior Vice President - Human Resources after the expiration of such Option or after the expiration of the time within which exercise is permitted pursuant to the Plan, whichever is earlier, shall not be a valid exercise.

In lieu of the check required above, the optionee may, in his or her discretion, submit certificates for shares of the Corporation's common stock held by the Participant for at least six months tendered as full or partial payment of the option exercise price. Certificates for shares tendered must be endorsed or accompanied by signed stock powers with the signature guaranteed by a U.S. commercial bank or trust company or by a brokerage firm having membership on the New York Stock Exchange. Shares tendered in payment will be valued at the average of the high and low trade prices for the day preceding the date of exercise as published in The Wall Street Journal. Any deficiency in the option exercise price shall be paid by certified or cashier's check.

## 7.2 Time of Granting Options

The granting of an Option pursuant to the Plan shall be deemed to take place at the time when the Committee shall take action authorizing the grant of such Option or at such subsequent time as the Committee shall designate, provided, however, that all grants shall be deemed to be conditioned upon the optionee being an employee of the Corporation on the effective date of the grant.

## 7.3 Termination of Employment

If a holder of an Option shall retire, take leave of absence, or shall cease to be employed by the Corporation for any reason other than death after he or she shall have been continuously so employed for twelve months from and after the date of the granting of an Option, he or she may, but only within the period of time listed below immediately succeeding the last day worked prior to such retirement, leave of absence or cessation, exercise such option:

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Reason for Absence from Work	Time Following Last Day Worked Within Which Option May Be Exercised
Retirement	Three Years
Medical Leave of Absence	During Such Leave
Personal Leave of Absence	Three Months
Discharge for cause or other severance of employment determined by Committee to warrant termination of option	None
Layoff	One Year
Quit	Three Months

In no event may an Option be exercised following its expiration or cancellation.

For purposes of the 1991 Plan, "last day worked" means the last day on which the holder was responsible for performing his or her assigned duties for the Corporation. Any period of accrued vacation or salary continuance for which the holder may be eligible as of his or her retirement or cessation of employment shall not extend the period in which options must be exercised. Transfer of employment between corporations in the group comprised of the Corporation and its subsidiaries shall not be deemed a cessation of employment. Whether a leave of absence for other than medical reasons, duly authorized by the Corporation shall constitute a cessation of employment for purposes of the 1991 Plan shall be determined by the Committee, which determination unless overruled by the Board of Directors, shall be final and conclusive. The grant of an Option will not confer upon a holder of an Option any right with respect to continuance of employment by the Corporation, nor will it interfere in any way with his or her right, or his or her employer's right, to terminate his or her employment at any time.

## 7.4 Death of Holder

In the event of the death of a holder of an Option while in the employ of the Corporation, or during a period following the last day worked within which the Option of such holder was permitted to be exercised, the Option shall be exercisable only within twelve months following such death (but not later

than the expiration date of the Option) and then only (a) by his or her estate or by the person or persons who acquired the right to exercise such Option by bequest or inheritance or by reason of the death of the decedent, and (b) if and to the extent that he or she was entitled to exercise the Option at the date of his or her death.

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#### 7.5 Option Price

The purchase price under each incentive stock option shall be not less than one hundred percent of the fair market value of such shares at the time such Option is granted. Other options may be granted at such prices above or below the fair market value of the shares as the Committee may determine.

#### Section 8. Changes in Capitalization

In the event of any change in the outstanding shares of Stock by reason of a stock dividend or split, recapitalization, merger or consolidation, reorganization, combination or exchange of shares or other similar corporate change, the maximum aggregate number of shares available under the 1991 Plan and the number of shares covered by each previously granted Option and Restricted Award, if any, shall be proportionally adjusted by the Board of Directors with such determination being conclusive.

#### Section 9. Effective Date

The 1991 Plan is effective as of March 27, 1991, subject to the approval of the stockholders at the Corporation's 1991 Annual Meeting. The Committee may, at its discretion, grant Options and Restricted Stock Awards under the 1991 Plan subject to such stockholder approval of the 1991 Plan. Options and Restricted Stock Awards, issuance or delivery of stock upon exercise of options or upon expiration of restrictions on Restricted Stock shall be expressly subject to the conditions that, to the extent required by law at the time of exercise of Options or grant of Restricted Stock Awards, issuance or delivery, (i) the shares of Stock shall be duly listed upon the New York Stock Exchange; and (ii) if the Corporation deems it necessary or desirable, a Registration Statement under the Securities Act of 1933 with respect to such stock shall be effective.

#### Section 10. Designation of Beneficiary

A Participant may, with the consent of the Committee, designate a person or persons to receive Restricted Stock to which the Participant is entitled in the event of the Participant's death. Such designation shall be made in writing upon forms supplied by and delivered to the Committee, and may be revoked in writing. If a Participant fails effectively to designate a beneficiary, the Participant's Restricted Stock shall be distributed in accordance with his will, or, if intestate, the laws of descent and distribution.

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#### Section 11. Lapse at Discretion of the Committee; Lapse Upon Termination Following a Change in Control

(a) The Committee shall have the authority to accelerate the time at which the restrictions on Restricted Stock and Restricted Units will lapse or to remove any of such restrictions whenever it may decide in its absolute discretion that, by reason of changes in applicable tax, securities, or other laws or other changes in circumstances arising after the date of the Award, such action is in the best interest of the Company, and equitable to the Participant, his heirs, or designated beneficiaries.

(b) The restrictions on Restricted Stock and Restricted Units shall lapse and Nonqualified Stock Options issued hereunder become exercisable immediately upon a change in control of the Corporation. For purposes of this paragraph, the term "change in control" shall be deemed to occur upon (1) the approval by the shareholders of the Corporation of (A) any consolidation or merger of the Corporation in which the Corporation is not the continuing or surviving corporation or pursuant to which shares of common stock would be converted into cash, securities or other property, other than a merger in which the holders of common stock immediately prior to the merger will have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, (B) any sale, lease, exchange, or other transfer (in one



transaction or a series of related transactions) of all or substantially all the assets of the Corporation, or (C) adoption of any plan or proposal for the liquidation or dissolution of the Corporation, or (2) any "person" (as defined in Section 13(d) of the Securities Exchange Act of 1934), other than the Corporation or subsidiary or employee benefit plan or trust maintained by the Corporation or any of its subsidiaries, shall become the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of more than twenty-five percent of the common stock outstanding at the time, without the prior approval of the Board of Directors of the Corporation.

The Committee shall have authority to provide with respect to any future grants of nonqualified options under the Corporation's 1976 Stock Option Plan, as amended, rights corresponding to those described in clause (A) and (B), as the case may be, of the immediately preceding paragraph in the event of a "change in control" (as defined therein).

#### Section 12. Compliance with Securities and Exchange Commission Requirements

No certificate for shares of Stock distributed pursuant to the Plan shall be executed and delivered until the Company shall have taken such action, if any, as is then required to comply with the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other applicable laws, and the requirements of any exchange on which the Stock may, at the time, be listed.

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#### Section 13. Compliance with Tax Laws

To the extent required by applicable federal, state or local laws or regulations, the Corporation may withhold from any cash to be distributed to a Participant pursuant to the Plan or from salary or other compensation payable to the Participant amounts sufficient to comply with the Corporation's obligations under such laws or regulations. The Corporation may require the Participant, as a condition to delivering shares upon exercise of nonqualified stock options (whether for cash or stock) or as a condition to delivery of restricted stock which becomes deliverable pursuant to the Plan, to pay to the Corporation amounts sufficient to meet the Corporation's obligations under such laws or regulations.

#### Section 14. Termination and Amendment

The Board of Directors of the Corporation may suspend, terminate, modify or amend the 1991 Plan, provided that any amendment that would increase the aggregate number of shares of Stock which may be issued under the 1991 Plan, materially increase the benefits accruing to Participants under the 1991 Plan, or materially modify the requirements as to eligibility for participation in the 1991 Plan, must be approved by the Corporation's stockholders, except that any such increase or modification that may result from adjustments authorized by Section 8 shall not require such approval. If the 1991 Plan is terminated, the terms of the 1991 Plan shall, notwithstanding such termination, continue to apply to Awards granted prior to such termination. In addition, no suspension, termination, modification or amendment of the Plan may, without the consent of the Participant to whom a Stock Option or Restricted Stock Award shall theretofore have been granted, adversely affect the rights of such Participant under such Award Stock Option or Restricted Stock Award.

#### Section 15. Duration

The 1991 Plan shall remain in effect until all Stock Options have been exercised or expired and until all Restricted Stock shall have been delivered without restrictions or forfeited under the 1991 Plan provided that no Stock Options shall be granted and no Restricted Stock Awards shall be made under the Plan after March 26, 2001.

## EXHIBIT 4.5

RAYTHEON COMPANY  
1995 STOCK OPTION PLAN

1. Definitions. As used in this Raytheon Company 1995 Stock Option Plan the following terms have the following meanings:

1.1 "Change in Corporate Control" means (a) the time of approval by the shareholders of the Company of (i) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of Stock would be converted into cash, securities or other property, other than a merger in which the holders of Stock immediately prior to the merger will have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, (ii) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets of the Company, or (iii) adoption of any plan or proposal for the liquidation or dissolution of the Company; or (b) the date on which any "person" (as defined in Section 13(d) of the Securities Exchange Act of 1934), other than the Company or a subsidiary or employee benefit plan or trust maintained by the Company or any of its subsidiaries, shall become (together with its "affiliates" and "associates," as defined in Rule 12b-2 under the Securities Exchange Act of 1934) the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of more than 25% of the Stock outstanding at the time, without the prior approval of the Board of Directors of the Company.

1.2 "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Committee" means the Compensation Committee of the Company's Board of Directors, consisting exclusively of directors who at the relevant time are "outside directors" within the meaning of ss.162(m) of the Code.

1.4 "Company" means Raytheon Company, a Delaware corporation.

1.5 "Fair Market Value" means the value of a share of Stock of the Company on any date as determined by the Board.

1.6 "Grant Date" means the date on which an Option is granted, as specified in Section 7.

1.7 "Incentive Stock Option" means an Option grant that is intended to meet the requirements of Section 422 of the Code.

1.8 "Non-Statutory Stock Option" means an Option grant that is not intended to be an Incentive Stock Option.

1.9 "Option" means an option to purchase shares of the Stock granted under the Plan.

1.10 "Option Agreement" means an agreement between the Company and an Optionee setting forth the terms and conditions of an Option.

1.11 "Option Period" means the period from the date of the grant of an Option to the date when the Option expires as stated in the terms of the Option Agreement.

1.12 "Option Price" means the price paid by an Optionee for an Option under this Plan.

1.13 "Option Share" means any share of Stock of the Company transferred to an Optionee upon exercise of an Option pursuant to this Plan.

1.14 "Optionee" means a person eligible to receive an Option, as provided in Section 6, to whom an Option shall have been granted under the Plan.

1.15 "Plan" means this 1995 Stock Option Plan of the Company.

1.16 "Related Corporation" means a Parent Corporation or a Subsidiary Corporation, each as defined in Section 424 of the Code.

1.17 "Stock" means common stock, \$1.00 par value, of the Company.

2. Purpose. This 1995 Stock Option Plan is intended to encourage ownership of Stock by key employees of the Company and its Related Corporations and to provide additional incentive for them to promote the success of the Company's business. With respect to any Incentive Stock Options that may be granted hereunder, the Plan is intended to be an incentive stock option plan within the meaning of Section 422 of the Code.

3. Term of the Plan. Options under the Plan may be granted not later than March 21, 2005.

4. Stock Subject to the Plan. At no time shall the number of shares of Stock then outstanding which are attributable to the exercise of Options granted under the Plan, plus the number of shares then issuable upon exercise of outstanding options granted under the Plan, exceed 20,000,000 shares, subject, however, to the provisions of Section 15 of the Plan. No Optionee may be granted in any year Options to purchase more than 200,000 shares of Stock, subject to adjustment pursuant to Section 15. Shares to be issued upon the exercise of Options granted under the Plan may be either authorized but unissued shares or shares held by the Company in its treasury. If any Option expires or terminates for any reason without having been exercised in full, the shares not purchased thereunder shall again be available for Options thereafter to be granted.

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5. Administration. The Plan shall be administered by the Committee. Subject to the provisions of the Plan (including, without limitation, the provisions of Section 19), the Committee shall have complete authority, in its discretion, to make the following determinations with respect to each Option to be granted by the Company: (a) the key employee to receive the Option; (b) the time of granting the Option; (c) the number of shares subject thereto; (d) the Option Price (subject to Section 8 below); (e) the Option Period; and (f) whether the Option is an Incentive Stock Option or a Non-Statutory Stock Option. Incentive Stock Options granted under this Plan shall be designated specifically as such. In making such determinations, the Committee may take into account the nature of the services rendered by the respective employees, their present and potential contributions to the success of the Company and its subsidiaries, and such other factors as the Committee in its discretion shall deem relevant. Subject to the provisions of the Plan, the Committee shall also have complete authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective Option Agreements (which need not be identical), and to make all other determinations necessary or advisable for the administration of the Plan. The Committee's determinations on the matters referred to in this Section 5 shall be conclusive.

6. Eligibility. An Option may be granted only to a key employee of one or more of the Company and its subsidiaries. A director of one or more of the Company and its subsidiaries who is not also an employee of one or more of the Company and its subsidiaries shall not be eligible to receive Options.

7. Time of Granting Options. The granting of an Option shall take place at the time specified by the Committee. Only if expressly so provided by the Committee shall the Grant Date be the date on which an Option Agreement shall have been duly executed and delivered by the Company and the Optionee.

8. Option Price. The Option Price under each Option shall be as determined by the Committee but shall not be less than 100% of the Fair Market Value of the Stock on the Grant Date.

9. Option Period. No Incentive Stock Option may be exercised later than the tenth anniversary of the Grant Date. No Non-Statutory Stock Option may be exercised later than one day after the tenth anniversary of the Grant Date. An Option may become exercisable in such installments, cumulative or non-cumulative, or may be immediately exercisable, as the Committee may determine.

10. Maximum Size of Incentive Stock Option as Such. To the extent that the aggregate Fair Market Value of Stock for which an Incentive Stock Option becomes exercisable by an Optionee for the first time in any calendar year exceeds \$100,000, the portion of such Incentive Stock Option which exceeds such \$100,000 limitation shall be treated as a Non-Statutory Stock Option, and not an incentive option under Section 422 of the Code. For purposes of this Section 10, all Incentive Stock Options granted to an Optionee by the Company, as well as

any options that have been granted to the Optionee under any other stock incentive plans of the Company or any related corporation which are intended to comply with the provisions of Section 422 of the Code, shall be considered in the order in which they were granted, and the Fair Market Value shall be determined as of the Grant Dates.

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11. Exercise of Option.

11.1 An Option may be exercised only by giving written notice, in the manner provided in Section 21 hereof, specifying the number of shares as to which the Option is being exercised, accompanied (except as otherwise provided in Subsection 11.2 of this Section 11) by full payment for such shares in the form of check or bank draft payable to the order of the Company or other shares of the Stock with a current Fair Market Value equal to the Option Price of the shares to be purchased. Receipt by the Company of such notice and payment shall constitute the exercise of the Option or a part thereof. Within 20 days thereafter, the Company shall deliver or cause to be delivered to the Optionee a certificate or certificates for the number of shares then being purchased. Such shares shall be fully paid and nonassessable. If such shares are not at that time effectively registered under the Securities Act of 1933, as amended, the Optionee shall include with such notice a letter, in form and substance satisfactory to the Company, confirming that such shares are being purchased for the Optionee's own account for investment and not with a view to distribution.

11.2 In lieu of payment by check, bank draft or other shares of Stock accompanying the written notice of exercise as described in Subsection 11.2 of this Section 11, an Optionee may, unless prohibited by applicable law, elect to effect payment by including with the written notice referred to in Subsection 11.2 irrevocable instructions to deliver for sale to a registered securities broker acceptable to the Company a number of the shares subject to the Option being exercised sufficient, after brokerage commissions, to cover the aggregate exercise price of such Option and, if the Optionee further elects, the Optionee's withholding obligations with respect to such exercise referred to in Sections 12 or 20, together with irrevocable instructions to such broker to sell such shares and to remit directly to the Company such aggregate exercise price and, if the Optionee has so elected, the amount of such withholding obligation. The Company shall not be required to deliver to such securities broker any stock certificate for such shares until it has received from the broker such exercise price and, if the Optionee has so elected, such withholding obligation amount.

12. Notice of Disposition of Stock Prior to Expiration of Specified Incentive Stock Option Holding Period. The Company may require that the person exercising an Incentive Stock Option give a written representation to the Company, satisfactory in form and substance to its counsel and upon which the Company may reasonably rely, that he or she will report to the Company any disposition of shares purchased upon exercise prior to the expiration of the holding periods specified by Section 422(a)(1) of the Code. If and to the extent that the disposition imposes upon the Company federal, state, local or other withholding tax requirements, or any such withholding is required to secure for the Company an otherwise available tax deduction, the Company shall have the right to require that the person making the disposition remit to the Company an amount sufficient to satisfy those requirements.

13. Transferability of Options. Options shall not be transferable, otherwise than by will or the laws of descent and distribution and may be exercised during the life of the Optionee only by the Optionee.

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14. Termination of Employment or Service. Each Option shall terminate and may no longer be exercised if the Optionee ceases to perform services for the Company or a Related Corporation in accordance with the following:

14.1 If an Optionee ceases to be an active employee of the Company or any Related Corporation other than by reason of death or retirement, absent in any case a determination by the Committee to the contrary, any Options which were exercisable by the Optionee on the date of cessation of active employment may be exercised any time (a) before their expiration date or (b) within the respective periods listed below in this Section 14(a), depending upon the reason for cessation of active employment, whichever is earlier, but only to the extent that the Options were exercisable when active employment ceased. Notwithstanding the foregoing, in the event an Optionee fails to exercise an Incentive Stock Option within three months after the date of termination, such Option will be

treated as a Non-Statutory Stock Option pursuant to Section 422 of the Code. The respective periods following cessation of active employment referred to in clause (a) of the first sentence of this Section 14(a) are as follows:

Reason for Cessation of Active Employment	Period Following Last Day of Active Employment Within Which Option May Be Exercised
Medical leave of absence	During such leave
Personal leave of absence	Three months
Discharge for cause or other severance of employment determined by Committee to warrant termination of option	None
Layoff or similar involuntary termination without cause	One Year
Voluntary termination (non-retirement)	Three Months

14.2 If an Optionee's employment terminates because of death, Options may be exercised at any time before the expiration date or within one year after the date of termination, whichever is earlier, but only (a) if and to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death and (b) by the Optionee's estate or by the person(s) who acquired the right to exercise such Option by bequest or inheritance or by reason of the death of the Optionee.

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14.3 If an Optionee's employment terminates because of retirement, any Options which were exercisable by the Optionee on the date of termination of employment may be exercised any time before their expiration date or within three years after the date of termination, whichever is earlier, but only to the extent that the Options were exercisable when employment ceased (absent a determination by the Committee to the contrary at the time any such Options were granted or prior to their expiration date), as provided hereunder. Notwithstanding the foregoing, in the event an Optionee fails to exercise an Incentive Stock Option within three months after the date of his or her retirement, such Option will be treated as a Non-Statutory Stock Option.

15. Anti-Dilution Adjustments. Pro rata adjustment shall be made in the maximum number of shares of Stock subject to the Plan or that may be awarded to any individual in any year to give effect to any stock dividends, stock splits, stock combinations, recapitalizations and other similar changes in the capital structure of the Company. Pro rata adjustments shall be made in the number, kind and price of shares of Stock covered by any outstanding Option hereunder to give effect to any stock dividends, stock splits, stock combinations, recapitalizations and similar changes in the capital structure of the Company, or a merger, dissolution or reorganization of the Company, after the date the Option is granted, so that the Optionee is treated in a manner equivalent to that of holders of the underlying Stock.

16. Change in Corporate Control. Upon a Change in Corporate Control, each outstanding Option shall immediately become fully exercisable, and a registration statement under the Securities Act of 1933, as amended, with respect to shares covered by all outstanding Options, whether to be issued by the Company or by any successor corporation, shall be effective at all times during which the Options may be exercised and, to facilitate resale of the shares, during the twelve months after the last exercise of the Options.

17. Reservation of Stock. The Company shall at all times during the term of the Options reserve and keep available such number of shares of the Stock as will be sufficient to satisfy the requirements of this Plan and shall pay all fees and expenses necessarily incurred by the Company in connection therewith.

18. Limitation of Rights in the Option Shares. The Optionee shall not be deemed for any purpose to be a stockholder of the Company with respect to any of the Option Shares except to the extent that the Option shall have been exercised with respect thereto and, in addition, a certificate shall have been issued therefor and delivered to the Optionee.

19. Termination and Amendment of the Plan. The Committee may at any time terminate the Plan or make such amendment to the Plan as it shall deem advisable, provided that, except as provided in Section 14, the Committee may not, without the approval by the holders of a majority of the Stock, change the classes of persons eligible to receive Options, increase the maximum number of shares available for option under the Plan or extend the period during which Options may be granted or exercised. No termination or amendment of the Plan may, without the consent of the Optionee to whom any Option shall theretofore have been granted, adversely affect the rights of such Optionee under such Option.

20. Withholding. The Company's obligations to deliver shares of Stock upon exercise of an Option shall be subject to the Optionee's satisfaction of all applicable federal, state and local income and employment tax withholding obligations. The Committee may, at or after grant, permit an Optionee to satisfy such tax withholding requirements by delivery to the Company of shares retained from the Option grant creating the tax obligation having a value equal to the amount to be withheld. The value of shares of Stock to be withheld or delivered shall be based on the Committee's determination of the Fair Market Value of a share of Stock on the date the amount of tax to be withheld is to be determined.

21. Notices. Any communication or notice required or permitted to be given under the Plan shall be in writing, and mailed by registered or certified mail or delivered in hand, if to the Company, to 141 Spring Street, Lexington, Massachusetts 02173, Attention: Vice President - Human Resources and, if to the Optionee, to the address as the Optionee shall last have furnished to the communicating party.

## EXHIBIT 4.6

RAYTHEON COMPANY  
1997 NONEMPLOYEE DIRECTORS RESTRICTED STOCK PLAN  
Effective November 26, 1996

## 1. DEFINITIONS

The following terms shall have the following meanings unless the context indicates otherwise:

1.1 "Board" shall mean the Board of Directors of the Company.

1.2 "Change in Control" shall mean (a) the time of approval by the shareholders of the Company of (i) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of Common Stock would be converted into cash, securities or other property, other than a merger in which the holders of Common Stock immediately prior to the merger will have the same proportionate ownership of Common Stock of the surviving corporation immediately after the merger, (ii) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets of the Company, or (iii) adoption of any plan or proposal for the liquidation or dissolution of the Company; or (b) the date on which any "person" (as defined in Section 13(d) of the Exchange Act), other than the Company or a Subsidiary or employee benefit plan or trust maintained by the Company or any of its Subsidiaries, shall become (together with its "affiliates" and "associates," as defined in Rule 12b-2 under the Exchange Act) the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly, of more than 25% of the Common Stock outstanding at the time, without the prior approval of the Board.

1.3 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.4 "Committee" shall mean the Compensation Committee of the Board, or such other Board committee as may be designated by the Board to administer the Plan; provided, however, that such committee shall be composed solely of two or more directors each of whom qualifies as a "nonemployee director" (as defined in Rule 16b-3 under the Exchange Act).

1.5 "Common Stock" shall mean the Common Stock, \$1.00 par value per share, of the Company.

1.6 "Company" shall mean Raytheon Company or any company successor thereto by merger, consolidation or reorganization.

1.7 "Director" shall mean a member of the Board.

1.8 "Effective Date" shall mean November 26, 1996.

1.9 "Eligible Director" shall mean a Director of the Company who is not at the relevant time an Employee.

1.10 "Employee" shall mean a salaried employee (as described in Treasury Regulation Section 1.421-7(h)) of the Company or any Subsidiary.

1.11 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, including applicable regulations thereunder.

1.12 "Participant" shall mean any Eligible Director to whom a Stock Award has been granted by the Committee under the Plan.

1.13 "Plan" shall mean the Raytheon Company 1997 Nonemployee Directors Restricted Stock Plan.

1.14 "Stock Award" shall mean the grant by the Company to an Eligible Director of Common Stock pursuant to Section 6 below.

1.15 "Stock Award Agreement" shall mean a written agreement between the Company and the Participant that establishes the terms, conditions, restrictions and/or limitations applicable to a Stock Award in addition to those established

by this Plan and by the Committee's exercise of its administrative powers.

1.16 "Subsidiary" shall mean a corporation, business trust or similar incorporated or unincorporated entity of which the Company directly or indirectly owns more than 50% of the voting power or value.

1.17 "Treasury Regulation" shall mean the regulation promulgated under the Code by the United States Department of the Treasury, as amended from time to time.

1.18 "Vesting Date" shall mean the vesting date specified in accordance with Section 6.6 below.

## 2. PURPOSE AND TERM OF PLAN

2.1 Purpose. The purpose of the Plan is to further the growth, development and financial success of the Company by enabling it to attract and retain nonemployee directors of outstanding ability and, by providing nonemployee directors the opportunity to become owners in Common Stock, to more closely align the interests of the Company's directors with that of its shareholders.

2.2 Term. The plan shall become effective as of the Effective Date, and shall terminate on the day which precedes the 10th anniversary of the Effective Date, unless terminated earlier by the Board pursuant to Section 8.1 below.

## 3. ELIGIBILITY

3.1 Eligibility. All Eligible Directors shall participate in the Plan as of the Effective Date.

## 3

## 4. ADMINISTRATION

4.1 Responsibility. The Committee shall have the responsibility to control, operate, manage and administer the Plan in accordance with its terms.

4.2 Authority of the Committee. The Committee shall have all the discretionary authority that may be necessary or helpful to enable it to discharge its responsibilities with respect to the Plan, including but not limited to:

- (1) to determine eligibility for participation in the Plan;
- (2) to determine eligibility for and the number of shares of Common Stock subject to a Stock Award granted under the Plan;
- (3) to supply any omission;
- (4) to issue administrative guidelines as an aid to administer the Plan and make changes in such guidelines as it from time to time deems proper;
- (5) to make rules for carrying out and administering the Plan and make changes in such rules as it from time to time deems proper;
- (6) to the extent permitted under the Plan, grant waivers of Plan terms, conditions, restrictions, and limitations;
- (7) to accelerate the transferability of any Stock Award when such action or actions would be in the best interest of the Company; and
- (8) to take any and all other actions it deems necessary or advisable for the proper operation or administration of the Plan.

4.3 Action by the Committee. The Committee shall act in accordance with the By-laws of the Company and with such authority as may be granted by the Board. In addition, the Committee may authorize any one or more of its members to execute and deliver documents on behalf of the Committee.

4.4 Delegation of Authority. The Committee may delegate some or all of its authority under the Plan to any person or persons; provided, however, that any such delegation shall be in writing.

## 5. SHARES SUBJECT TO PLAN



5.1 Available Shares. The aggregate number of shares of Common Stock which shall be available for grants of Stock Awards under the Plan during its term shall be 100,000. Such shares of Common Stock available for issuance under the Plan may be either authorized but unissued shares, shares of issued stock held in the Company's treasury, or both, at the discretion of the Company, and subject to any adjustments made in accordance with Section 5.2 below. Any Stock Awards which terminate by expiration, forfeiture, cancellation or otherwise without the issuance of such shares shall again be available for grants of Stock Awards under the Plan. The number of shares of Common Stock available for issuance under the Plan shall not be reduced to reflect any dividends or dividend equivalents that are reinvested into additional shares of Common Stock.

4

5.2 Adjustment to Shares. If there is any change in the number of outstanding shares of Common Stock through the declaration of stock dividends, stock splits or the like, the number of shares of Common Stock (i) available for grants of Stock Awards under Section 5.1 above, and (ii) underlying outstanding grants of Stock Awards, shall be automatically adjusted. If there is any change in the number of outstanding shares of Common Stock through any change in the capital account of the Company, or through a merger, consolidation, separation (including a spin-off or other distribution of stock or property), reorganization (whether or not such reorganization comes within the meaning of such term in Code Section 368(a)) or partial or complete liquidation, the Committee shall make (i) appropriate adjustments in the number of shares of Common Stock which may be issued under the Plan and (ii) any other adjustments and/or modifications to outstanding Stock Awards as it deems appropriate. In the event of any other change in the capital structure or in the Common Stock, the Committee shall also be authorized to make such appropriate adjustments in the number of shares of Common Stock available for issuance under the Plan and any other adjustments and/or modifications to outstanding Stock Awards as it deems appropriate.

6. STOCK AWARDS

6.1 In General. The Committee is authorized to grant Stock Awards to Eligible Directors on or after the Effective Date. Stock Awards in any given calendar year need not be equal in amount as to all Eligible Directors.

6.2 Terms and Conditions of Stock Awards. Stock Awards shall be subject to such terms, conditions, restrictions and/or limitations, if any, as the Committee deems appropriate, including, but not limited to, restrictions on transferability and continued service as a member of the Board; provided, however, that such terms, conditions, restrictions and/or limitations are not inconsistent with the Plan. The Committee may accelerate the date a Stock Award becomes transferable under such circumstances as it deems appropriate.

6.3 Stock Award Agreement. Any Stock Award granted under the Plan shall be evidenced by a Stock Award Agreement which shall be signed by the Committee and the Participant.

6.4 Rights as Shareholders. Notwithstanding any term, condition, restriction and/or limitation with respect to a Stock Award granted under the Plan but subject to the restrictions of Section 6.5 below, an Eligible Director who has been granted a Stock Award shall be entitled to all of the rights of a shareholder with respect to the shares underlying the Stock Award from the date of grant, including voting rights and the rights to receive dividends and other distributions. All shares of Common Stock or other securities paid on a Stock Award shall be held by the Company and shall be subject to the same restrictions as the Stock Award to which they relate.

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6.5 Automatic Restrictions. Unless otherwise provided by the Committee in the Stock Award Agreement, each Stock Award shall be subject to a restriction on transferability until the Vesting Date. During the period commencing on the date of grant and ending on the Vesting Date, or unless and until the provisions of the Plan relating to removal of restrictions have been satisfied, the shares underlying the Stock Award may not be sold, assigned, pledged, encumbered, hypothecated or transferred.

6.6 Vesting Date. Unless otherwise provided by the Committee in the Stock Award Agreement and subject to Section 6.7 below, the Vesting Date for all shares underlying Stock Awards granted to an Eligible Director shall be the date of the Annual Meeting of Shareholders of the Company in the third calendar year

following the year of the Stock Award.

6.7 Removal of Restrictions. Unless otherwise provided in the Stock Award Agreement, the restrictions on the shares underlying Stock Awards shall be removed and lapse upon the earlier of (i) the applicable Vesting Date or (ii) upon the occurrence of the death of the Eligible Director or his or her ceasing to be a Director following a Change in Control. The foregoing notwithstanding, shares underlying Stock Awards shall remain subject to the restrictions on transferability set forth in this Section 6 for at least six months following the date of such grant.

6.8 Forfeiture. Except as otherwise provided in the Stock Award Agreement, an Eligible Director's Stock Award shall be forfeited to the Company upon the Eligible Director's termination of service on the Board prior to his or her Vesting Date for any reason other than those set forth in Section 6.7 above.

## 7. ISSUANCE, POSSESSION AND DELIVERY OF STOCK AWARDS

7.1 Stock Certificate. Each Stock Award granted under the Plan shall be evidenced by the issuance of a Common Stock certificate registered on the transfer ledgers of the Company in the name of the Eligible Director who was granted the Stock Award effective as of the date such Stock Award was granted to the Eligible Director pursuant to the Plan. Each such certificate shall bear an appropriate legend referring to the restrictions applicable to the Stock Award.

7.2 Retention of Stock Certificate by Company. Possession of any certificates representing shares underlying a Stock Award shall be retained by the Company for the benefit of each Eligible Director until the restrictions thereon have lapsed and been removed in accordance with Section 6.7 above. Thereupon, the Company shall promptly deliver the certificates for such shares to the Eligible Director; provided, however, if ever any federal, state or local income or employment tax is required to be withheld from such shares, such certificates shall be delivered only after the Eligible Director has paid (or made provision for the payment of) the requisite amount.

## 6

7.3 Fractional Shares. The Company shall promptly pay to an Eligible Director the cash equivalent of any fractional shares which would otherwise be acquired by the Eligible Director under the terms of the Plan.

7.4 Compliance with Securities Laws. Notwithstanding anything contained in the Plan to the contrary, the issuance or delivery of any such shares of Stock may be postponed for such period as may be required to comply with any applicable requirements of any national securities exchange or any requirements under any other law or regulation applicable to the issuance or delivery of such shares. The Company shall not be obligated to issue or deliver any such shares if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any national securities exchange.

## 8. MISCELLANEOUS

8.1 Amendment and Termination. The Board may suspend or terminate the Plan at any time with or without prior notice. In addition, the Board may, from time to time and with or without prior notice, amend the Plan in any manner; provided, however, that no amendment of the Plan, without the approval of the shareholders of the Company, shall increase (except as provided in Section 5.2 above) the number of shares of Common Stock available for Stock Awards under the Plan. Termination or amendment of the Plan by the Board shall not adversely affect any then-existing Stock Award Agreement without the Participant's prior written consent.

8.2 Amendments to Stock Award Agreement. The Committee may at any time amend in writing any Stock Award Agreement by mutual agreement between the Committee and the Participant or such other persons as may then have an interest therein.

8.3 Listing of Shares and Related Matters. If at any time the Committee shall determine that the listing, registration or qualification of the shares of Common Stock subject to any Stock Award on any securities exchange or under any applicable law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition of, or in connection with, the granting of a Stock Award or the issuance of shares of Common Stock thereunder, such Stock Award may not be granted unless such listing,

registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8.4 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of Delaware without reference to principles of conflict of laws, except as superseded by applicable federal law.

8.5 No Right, Title, or Interest in Company Assets. A Participant shall not have any rights as a shareholder in his or her name. To the extent any person acquires a right to receive payments from the Company under the Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company and the Participant shall not have any rights in or against any specific assets of the Company.

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8.6 No Guarantee of Tax Consequences. No person connected with the Plan in any capacity, including, but not limited to, the Company and any Subsidiary and their directors, officers, agents and employees makes any representation, commitment, or guarantee that any tax treatment, including, but not limited to, federal, state and local income, estate and gift tax treatment, will be applicable with respect to amounts deferred under the Plan, or paid to or for the benefit of a Participant under the Plan, or that such tax treatment will apply to or be available to a Participant on account of participation in the Plan.

8.7 Other Benefits. No Stock Award granted under the Plan shall be considered compensation for purposes of computing benefits under any retirement plan for the Company or any Subsidiary nor affect any benefits or compensation under any other benefit or compensation plan of the Company or any Subsidiary now or subsequently in effect.

## EXHIBIT 4.7

Plan for Granting Stock Options in Substitution for Stock Options  
Granted by Texas Instruments Incorporated

Raytheon Company will grant options to purchase the Common Stock of Raytheon Company ("Substitute Options") to individuals ("Optionees") in substitution for options granted to Optionees by Texas Instruments Incorporated with respect to shares of Common Stock of Texas Instruments Incorporated ("Original Options"). The Substitute Options will meet the following requirements: 1) the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Substitute Options will be no greater than the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Original Options; and 2) the Substitute Options will not give Optionees additional benefits which they did not have under the Original Options.

## EXHIBIT 4.8

Plan for Granting Stock Options in  
Substitution for Stock Options Granted by  
Hughes Electronics Corporation

Raytheon Company will grant options to purchase shares of the Class B Common Stock of Raytheon Company ("Substitute Options") to individuals ("Optionees") in substitution for options granted to Optionees by Hughes Electronics Corporation with respect to shares of General Motors Class H Common Stock ("Original Options"). The Substitute Options will meet the following requirements: (1) the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Substitute Options will be no greater than the excess of the aggregate fair market value over the aggregate option price of the shares subject to the Original Options; and (2) the Substitute Options will not give Optionees additional benefits which they did not have under the Original Options.

## EXHIBIT 5.1

Raytheon Company  
Executive Offices  
141 Spring Street  
Lexington, MA 02173  
Tel 617.860.2103  
Fax 617.860.3899

February 3, 1998

Raytheon Company  
141 Spring Street  
Lexington, MA 02173

Re: Registration Statement on Form S-8 under the Securities Act of 1933,  
as amended

Ladies and Gentlemen:

I am Corporate Counsel to Raytheon Company, a Delaware corporation (the "Company"), and as such, I, and other attorneys in this office, have participated with the Company in the preparation for filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-8 (the "Registration Statement") covering an aggregate of 52,766,692 shares (the "Shares") of the Company's Class B Common Stock, par value \$.01 per share, which Shares will be issued pursuant to the terms of one of the following plans: (i) the Raytheon Company 1976 Stock Option Plan, (ii) the Raytheon Company 1991 Stock Plan, (iii) the Raytheon Company 1995 Stock Option Plan, (iv) the Raytheon Company 1997 Nonemployee Directors Restricted Stock Plan, (v) a plan for granting stock options in substitution for stock options granted by Texas Instruments Incorporated and (vi) a plan for granting stock options in substitution for stock options granted by Hughes Electronics Corporation (individually, a "Plan" and, collectively, the "Plans"). In connection with filing the Registration Statement, the rules and regulations of the Commission require my opinion, in my capacity as Corporate Counsel of the Company, on the matters set forth below.

In rendering this opinion, I, and other attorneys in this office, have examined and relied upon originals or copies, certified or otherwise, of all such corporate records, documents, agreements or other instruments of the Company, and have made such investigation of law and have discussed with the officers of the Company such questions of fact as we have deemed necessary or appropriate. In rendering this opinion, I have relied upon certificates and statements of officers and directors of the Company as to factual matters, and have assumed the genuineness of all documents submitted as copies.

Based upon and subject to the foregoing, I am of the opinion that the Shares will be, upon the issuance thereof pursuant to the terms of the respective Plan, legally issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ John W. Kapples  
John W. Kapples

JWK/jmh

EXHIBIT 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement of Raytheon Company and Subsidiaries Consolidated on Form S-8 of our report dated January 20, 1997, except as to the information presented in note R for which the date is February 23, 1997 on our audits of the consolidated financial statements and financial statement schedule of Raytheon Company and Subsidiaries Consolidated.

COOPERS & LYBRAND L.L.P.

Boston, Massachusetts  
January 30, 1998

EXHIBIT 23.3

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) of Raytheon Company (Raytheon) of our report dated February 18, 1997, with respect to financial statements of the Defense Business of Texas Instruments Incorporated included in Raytheon's Current Report on Form 8-K dated March 14, 1997, filed with the Securities and Exchange Commission.

ERNST & YOUNG L.L.P.

Dallas, Texas  
January 29, 1998



EXHIBIT 23.4

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Raytheon Company (the "Company") on Form S-8 of our report dated March 21, 1997 related to the combined financial statements of the Defense Business of Hughes Electronics Corporation as of December 31, 1996 and 1995 and for each of the three years in the period ended December 31, 1996, appearing in former Raytheon Company's (predecessor to the Company) Solicitation Statement/Prospectus filed pursuant to Rule 424(b)(3) under the Securities Act of 1933 dated November 10, 1997.

DELOITTE & TOUCHE L.L.P.

Los Angeles, California  
February 2, 1998

## POWER OF ATTORNEY

Each person whose signature appears below hereby appoints Peter R. D'Angelo, Christoph L. Hoffmann and Thomas D. Hyde, and each of them singly, acting alone and without the others, his/her true and lawful attorney-in-fact with the authority to execute in the name and on behalf of each such person, and to file with the Securities and Exchange Commission, Registration Statements on Form S-8 in respect of the Registrant's employee benefit plans, together with any exhibits and amendments thereto (including, without limitation, post-effective amendments), to enable the Registrant to comply with the Securities Act of 1933, as amended, and any rules, regulations, and requirements of the Securities and Exchange Commission in respect thereof, which amendments may make such other changes in the Registration Statements as the aforesaid attorney-in-fact executing the same deems appropriate and to do and perform every act necessary and proper to be done in the exercise of the foregoing powers as if such person were personally present.

/s/ Dennis J. Picard	Chairman of the Board of	December 31, 1997
Dennis J. Picard	Directors and Chief Executive Officer (Principal Executive Officer) and Director	

/s/ Peter R. D'Angelo	Executive Vice President and	December 31, 1997
Peter R. D'Angelo	Chief Financial Officer (Principal Financial Officer)	

/s/ Michele C. Heid	Vice President - Corporate	December 31, 1997
Michele C. Heid	Controller and Investor Relations (Principal Accounting Officer)	

/s/Ferdinand Colloredo-Mansfeld	Director	December 31, 1997
Ferdinand Colloredo-Mansfeld		

Steven D. Dorfman	Director	
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/s/ Theodore L. Eliot, Jr.	Director	December 31, 1997
Theodore L. Eliot		

Thomas E. Everhart	Director	
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/s/ John R. Galvin	Director	December 31, 1997
John R. Galvin		

/s/ Barbara B. Hauptfuhrer	Director	December 31, 1997
Barbara B. Hauptfuhrer		

/s/ Richard D. Hill	Director	December 31, 1997
Richard D. Hill		

/s/ L. Dennis Kozlowski	Director	December 31, 1997
L. Dennis Kozlowski		

/s/ James N. Land, Jr.	Director	December 31, 1997
James N. Land, Jr.		

/s/ A. Lowell Lawson	Director	December 31, 1997
A. Lowell Lawson		

Charles H. Noski	Director	
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/s/ Thomas L. Phillips	Director	December 31, 1997
Thomas L. Phillips		

/s/ Warren B. Rudman	Director	December 31, 1997
Warren B. Rudman		

/s/ Alfred M. Zeien	Director	December 31, 1997
Alfred M. Zeien		

