

STEPHENS JAY B  
Form 4  
April 18, 2007

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
STEPHENS JAY B

(Last) (First) (Middle)  
870 WINTER STREET  
(Street)

WALTHAM, MA 02451

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
RAYTHEON CO/ [RTN]

3. Date of Earliest Transaction (Month/Day/Year)  
04/16/2007

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

\_\_\_ Director \_\_\_ 10% Owner  
\_X\_ Officer (give title below) \_\_\_ Other (specify below)  
Sr. VP, GC & Secretary

6. Individual or Joint/Group Filing(Check Applicable Line)  
\_X\_ Form filed by One Reporting Person  
\_\_\_ Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

The Company appointed Mr. Wine as its new Chief Executive Officer pursuant to an offer made by the Company on July 28, 2008, under which the Company agreed to provide Mr. Wine:

- (i) a base salary in the amount of \$575,000;
- (ii) an opportunity to earn an annual bonus based upon participation in the Company's performance-based Senior Executive Annual Incentive Compensation Plan (Senior Executive Plan), or any successor performance-based annual incentive plan adopted by the Company;

A class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

- (iii) an opportunity to earn additional bonus payments based upon participation in the Company's performance-based Long Term Incentive Plan ( LTIP ) under which any long term incentive payment is subject to achievement of three-year performance criteria;
- (iv) a one-time cash payment in the amount of \$530,000, which amount is intended to compensate him for compensation that he may be forgoing by joining the Company;
- (v) stock options to purchase shares of the Company's common stock, with an option value of approximately \$575,000, to be granted on September 1, 2008, at the fair market value of such stock on the date of grant, subject to the terms of the Company's 2007 Omnibus Incentive Plan;

- (vi) a stock option to purchase 180,000 shares of the Company's common stock, to be granted on September 1, 2008, at the fair market value of such stock on the date of grant, subject to the terms of the Company's 2007 Omnibus Incentive Plan;
- (vii) a performance-based restricted share award for 50,000 shares of the Company's common stock, to be issued on September 1, 2008, subject to the terms of the Company's 2007 Omnibus Incentive Plan;
- (viii) the opportunity to participate in the Company's benefit programs and receive the perquisites made available by the Company to its executive officers, including without limitation, medical, dental, disability and life insurance coverage, financial planning and tax preparation services, 401(k) retirement savings plan and Supplemental Executive Retirement Plan participation, a country club membership and use of the Company's products in accordance with the Company's guidelines; and
- (ix) reimbursement for the costs of relocating to the Minneapolis-St. Paul metropolitan area.

The description of the terms of his employment is qualified in its entirety by reference to the employment letter agreement, which is attached hereto as Exhibit 10.a and incorporated herein by this reference.

At the time Mr. Wine begins employment with the Company, he

will enter into a Severance, Proprietary Information and Noncompetition Agreement (the Severance Agreement ). The following description of the terms of the Severance Agreement is qualified in its entirety by reference to the Severance Agreement attached hereto as Exhibit 10.b, which is incorporated herein by this reference.

The Severance Agreement provides that if in connection with a change in control, Mr. Wine's employment is terminated by the Company without cause or by Mr. Wine with good reason, as such terms are defined in the Severance Agreement, he will be entitled to receive a lump sum payment equal to the sum of (i) two times his average annual cash compensation (base salary plus cash incentive awards) for the three preceding fiscal years (or lesser number of fiscal years if his employment has been of shorter duration); (ii) his earned but unused vacation time; (iii) any earned but unpaid cash incentive award with respect to the last completed fiscal year under the Company's Senior Executive Plan; and (iv) if the termination by reason of a change in control occurs after June 30<sup>th</sup> of the fiscal year of the Company, an amount equal to the average of the cash incentive award received by him under the Senior Executive Plan for the three fiscal years (or lesser number of fiscal years if his employment has been of shorter duration) of the Company immediately preceding such change in control termination.

Under the terms of the Severance Agreement, if Mr. Wine is terminated by the Company for any reason other than cause or by Mr. Wine with good reason, as such terms are defined in the Severance Agreement, and such termination does not occur in

connection with a change in control of the Company, Mr. Wine is entitled to: (i) an amount equal to his then-current annual

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size="2">(i)

(j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

- (a) 2,900,000 shares of common stock, which is 7.2% of the Class.
- (b) 2,900,000 shares with sole voting power, shared voting power, sole dispositive power and shared dispositive power.
- (c) 400,000 shares were purchased between July 23, 2004 and August 3, 2004 at prices averaging \$0.75 - \$0.92 per share.

Transaction Date	Shares or Units Purchased (Sold)	Price per Share or Unit
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- (d) None.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

None.

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Item 7. Material to be Filed as Exhibits.

None.

Signature

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

Date: August 04, 2004

By: /s/ Charles Livingston Grimes

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Charles Livingston Grimes

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NC.

/s/ Michael W. Malone Michael W. Malone Vice President Finance,  
Chief Financial Officer and  
Secretary of Polaris Industries Inc.

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**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
10.a	Employment Letter Agreement between the Company and Scott W. Wine dated July 28, 2008
10.b	Form of Severance Agreement between the Company and Scott W. Wine
99.1	News release dated August 4, 2008

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