

TEXTRON INC

FORM 8-K

(Current report filing)

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 10, 2005

TEXTRON INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State of
Incorporation)

I-5480
(Commission File Number.)

05-0315468
(IRS Employer
Identification Number)

40 Westminster Street, Providence, Rhode Island 02903
(Address of principal executive offices)

Registrant's telephone number, including area code: (401) 421-2800

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

This Current Report on Form 8-K files certain exhibits to the Registration Statement on Form S-3 (No. 333-113313) filed by Textron Inc. with the Securities and Exchange Commission under the Securities Act of 1933, as amended, on March 5, 2004.

(c) Exhibits:

<u>Exhibit No.</u>	<u>Exhibit</u>
1.1(a)	Underwriting Agreement, dated March 2, 2005, between Textron Inc. and Deutsche Bank AG London, J.P. Morgan Securities Ltd., Banc of America Securities Limited, Société Générale, HSBC Bank plc and Mitsubishi Securities International plc as underwriters, relating to the offer and sale of €300,000,000 aggregate principal amount of Textron Inc.'s 3.875% Notes due March 11, 2013.
1.1(b)	Form of Underwriting Agreement, Standard Provisions (Debt), dated September 15, 1999 (incorporated by reference to Exhibit 1.2(b) to Textron Inc.'s Current Report on Form 8-K filed on November 19, 2001).
4.1	Form of Note for Textron Inc.'s 3.875% Notes due March 11, 2013.
4.2	Form of Officer's Certificate dated March 11, 2005 establishing Textron Inc.'s 3.875% Notes due March 11, 2013 pursuant to the Indenture.
5	Opinion of Michael D. Cahn, Senior Associate General Counsel-Securities and Assistant Secretary of Textron Inc.
23	Consent of Michael D. Cahn, Senior Associate General Counsel-Securities and Assistant Secretary of Textron Inc. (included in Exhibit 5).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TEXTRON INC.

(Registrant)

Date: March 10, 2005

s/ Mary F. Lovejoy
By: Mary F. Lovejoy
Vice President and Treasurer

EXHIBIT INDEX

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UNDERWRITING AGREEMENT

March 2, 2005

Textron Inc.
40 Westminister Street
Providence, Rhode Island 02903

Dear Sirs:

We (the "Managers"), on behalf of the several underwriters named below (the "Underwriters"), understand that Textron Inc., a Delaware corporation (the "Company"), proposes to issue and sell €300,000,000 aggregate principal amount of its 3.875% Notes due 2013 (the "Offered Securities"). Subject to the terms and conditions set forth herein or incorporated by reference herein, the Company hereby agrees to sell and the Underwriters agree to purchase, severally and not jointly, the principal amounts of the Offered Securities set forth opposite their names below at 99.121% of their principal amount, together with accrued interest, if any, from March 11, 2005.

<u>Name</u>	<u>Principal Amount of Offered Securities</u>
Deutsche Bank AG London	€11,000,000
J.P. Morgan Securities Ltd.	111,000,000
Banc of America Securities Limited	24,000,000
Société Générale	24,000,000
HSBC Bank plc	15,000,000
Mitsubishi Securities International plc	15,000,000
Total:	€300,000,000

Upon delivery of the Offered Securities to the Managers, at 10:00 A.M. (London time) on March 11, 2005 or at such other time on March 11, 2005 as shall be designated by the Managers, the Underwriters shall make payment therefor by wire transfer in immediately available funds to the account specified by the Company to the Managers.

The Offered Securities shall have the following terms:

Maturity:	March 11, 2013
Interest Rate:	3.875%
Interest Payment Dates:	March 11, commencing March 11, 2006
Redemption Provisions:	The Company may redeem the Offered Securities at its option, in whole or in part at any time, at the redemption prices described in the Prospectus relating to the Offered Securities
Initial Price to Public:	99.521 %, plus accrued interest, if any, from March 11, 2005

All the provisions (including, without limitation, definitions of capitalized terms) contained in the document entitled Textron Inc. Underwriting Agreement Standard Provisions (Debt) dated September 15, 1999 (the "Standard Provisions"), a copy of which is attached hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that:

- (i) the definition of "Significant Subsidiaries" set forth in paragraph (g) of Article VII and clause (b) of Exhibit A attached thereto, is amended to add Textron Fastening Systems Inc. and delete Textron Automotive Company Inc.;
- (ii) the Prospectus Supplement shall be filed with the Securities and Exchange Commission no later than March 4, 2005;
- (iii) the definition of "Registration Statement" set forth in Article I is amended to mean the registration statement,

as amended to the date of this Agreement, relating to the Offered Securities filed with the Securities and Exchange Commission on Form S-3 (No. 333-113313);

(iv) Article III is amended to add the following at the end of such Article: "In connection with the Offered Securities, Deutsche Bank AG London, or a person acting for it, may over-allot or effect transactions with a view to supporting the market price of the Offered Securities at a level higher than that which may otherwise prevail for a limited period of time after the issuance of the Offered Securities. However, Deutsche Bank AG London, or its agent, will not have any obligation to engage in such transactions. Such stabilizing transactions, if begun, may be discontinued at any time and may be brought to an end after a limited period of time. No stabilization transactions will be effected in the United States. Additionally, each of the Company and the Underwriters severally represents and agrees as set forth in Annex I to the Underwriting Agreement.";

(v) Article V(c) is amended as follows: "The Managers shall have received on the Closing Date an opinion of Simpson Thacher & Bartlett LLP, counsel for the Underwriters, dated the Closing Date, addressing the matters set forth in Exhibit B.";

(vi) Article V is amended to add the following paragraph (e): "The Managers shall have received on the Closing Date an opinion of Pillsbury Winthrop LLP, special counsel for the Company, dated the Closing Date, confirming that "The statements made in the Prospectus under the caption "Certain U.S. Federal Tax Consequences," insofar as they purport to constitute summaries of matters of United States federal tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.";

(vii) Article VII is amended to add the following paragraph (k): "The Company and its subsidiaries and their respective officers and directors are in compliance, in all material respects, with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations of the Securities and Exchange Commission promulgated thereunder."; and

(vii) Article VII is amended to add the following paragraph (l): "The Company is aware of the Financial Services Authority informational guidance with respect to stabilization transactions."

Very truly yours,

DEUTSCHE BANK AG LONDON
J.P. MORGAN SECURITIES LTD

By: DEUTSCHE BANK AG LONDON

By: Ian Wheeler
Name: Ian Wheeler
Title: Vice President

By: Stephanie Csatenko
Name: Stephanie Csatenko
Title: Vice President

On behalf of the Underwriters

By: J.P. MORGAN SECURITIES LTD.

By: R. Morel
Name: R. Morel
Title: Vice President

Accepted:

By: Mary F. Lovejoy

Name: Mary F. Lovejoy

Title: Vice-President and Treasurer

OFFERING RESTRICTIONS

(a) Each of the Underwriters hereby severally represents, warrants and agrees that it has not offered, sold or delivered and it will not offer, sell or deliver, directly or indirectly, any of the Offered Securities, or distribute the Prospectus or any other offering material relating to the Offered Securities, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof and that will not impose any obligations on the Company except as set forth in the Underwriting Agreement.

(b) To the extent any Underwriter is not registered in the United States as a broker-dealer, such Underwriter represents, warrants and agrees that it will not effect any sales of the Offered Securities in the United States other than through an affiliate that is registered in the United States as a broker-dealer.

(c) Each Underwriter hereby represents, warrants and agrees that: (1) it has not offered or sold and, prior to the expiry of the period of six months after the date of issue of the Offered Securities, will not offer or sell any Offered Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, as amended; (2) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of any Offered Securities in circumstances in which section 21(1) of the FSMA does not apply to the Company; and (3) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom.

(d) Each of the Company and each Underwriter hereby represents, warrants and agrees that, in connection with the initial distribution of Offered Securities, it has not offered or sold, and will not offer or sell, directly or indirectly, Offered Securities to the public in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in the Republic of France, the Prospectus or any other offering material relating to the Offered Securities, and that such offers, sales and distributions have been and shall only be made in the Republic of France to qualified investors (*investisseurs qualifiés*), as defined in and in accordance with articles L411-1 and L411-2 of the Code Monétaire et Financier and *décret* no. 98-880 dated October 1, 1998.

(e) In connection with the initial placement of any Offered Securities in Germany, each Underwriter hereby represents, warrants and agrees that it will offer and sell Offered Securities only in accordance with the provisions of the German Securities Selling Prospectus Act and the German Securities Exchange Act (1) only for an aggregate purchase price per purchaser of at least €40,000 (or the foreign currency equivalent) or such other amount as may be stipulated from time to time by applicable German law or (2) as may otherwise be permitted in accordance with applicable German law.

(f) Each Underwriter hereby acknowledges that the offering of the Offered Securities has not been cleared by CONSOB (the Italian Securities Exchange Commission) pursuant to Italian securities legislation and, accordingly, represents, warrants and agrees that no Offered Securities may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Offered Securities be distributed in the Republic of Italy, except (1) to professional investors (*operatori qualificati*), as defined in Article 31, second paragraph, of CONSOB Regulation No. 11522 of July 1, 1998, as amended; or (2) in circumstances that are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998 (the Financial Services Act) and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended. Any offer, sale or delivery of the Offered Securities or distribution of copies of the Prospectus or any other document relating to the Offered Securities in the Republic of Italy under (1) or (2) above must be (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act and Legislative Decree No. 385 of September 1, 1993 (the Banking Act); and (ii) in compliance with Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the issue or the offer of securities in the Republic of Italy may need to be preceded and followed by an appropriate notice to be filed with the Bank of Italy depending, inter alia, on the aggregate value of the securities issued or offered in the Republic of Italy and their characteristics; and (iii) in compliance with any other applicable laws and regulations.

(g) Each Underwriter hereby represents, warrants and agrees that issues of Offered Securities may not, directly or indirectly, be offered or sold in The Netherlands with a denomination of less than €50,000 (or its equivalent in any other currency) other than to persons who trade or invest in securities in the conduct of a profession or business (which includes banks, stock brokers, insurance companies, pension funds, other institutional investors and finance companies and treasury departments of large enterprises), except for Offered Securities in respect of which one of the exceptions in Article 3, or one of the exemptions under Article 4, of the Securities Transactions Supervision Act 1995 (*Wet toezicht effectenverkeer 1995*) is applicable and the conditions attached to such exemption or exception are complied with.

(h) Each Underwriter hereby represents, warrants and agrees that (1) except in circumstances which do not constitute an offer to the public within the meaning of the Irish Companies Act 1963 to 2003 (as amended from time to time) (the "Irish Acts"), it has not offered or sold and will not offer or sell any Offered Securities in Ireland or elsewhere, by means of any document prior to application for listing of the Offered Securities being made and the Irish Stock Exchange having approved the relevant listing particulars in accordance with the European Communities (Stock Exchange) Regulations 1984 (the "1984 Regulations") and thereafter by means of any document other than (i) the relevant listing particulars and/or (ii) a form of application issued in connection with the Offered Securities which indicates where the relevant listing particulars can be obtained or inspected or which is issued with the relevant listing particulars; (2) it has not made and will not make any offer of the Offered Securities which would require a prospectus to be issued under the European Communities (Transferable Securities and Stock Exchange) Regulations 1992 of Ireland; and (3) it has complied with and will comply with all applicable provisions of the Irish Acts, the 1984 Regulations and the Irish Investment Intermediaries Act, 1995 (as amended) (including, without limitation, Sections 9, 23 (including any advertising restrictions made thereunder) and 50 and will conduct itself in accordance with any code of conduct drawn up pursuant to Section 37) with respect to anything done by it in relation to the Offered Securities.

(FACE OF SECURITY)

This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of The Bank of New York DEPOSITORY (NOMINEES) LIMITED, the NOMINEE OF The Bank of New York, London Branch (the "Common Depository"), the common depository for Clearstream Banking, Société Anonyme ("Clearstream") and Euroclear Bank S.A./N.V. ("Euroclear"). This Global Security is exchangeable for securities registered in the name of a Person other than the Common Depository or its nominee only in the limited circumstances described in the Indenture and no transfer of this Security (other than a transfer of this Security as a whole by the Common Depository to a nominee of the Common Depository or by a nominee of the Common Depository to the Common Depository or another nominee of the Common Depository) may be registered except in such limited circumstances. Every Security delivered upon registration of transfer of, in exchange for, or in lieu of, this Global Security shall be a Global Security subject to the foregoing, except in the limited circumstances described above.

Unless this Certificate is presented by an authorized representative of the Common Depository to the Company or its agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of the Common Depository or such other name as is requested by an authorized representative of the Common Depository (and any payment is to be made to the Common Depository or to such other entity as is requested by an authorized representative of the Common Depository), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, The Bank of New York DEPOSITORY (NOMINEES) LIMITED, has an interest herein.

**EXCEPT AS OTHERWISE PROVIDED HEREIN,
THIS GLOBAL SECURITY MAY BE TRANSFERRED,
IN WHOLE BUT NOT IN PART,
ONLY TO ANOTHER NOMINEE OF THE COMMON DEPOSITORY
OR TO A SUCCESSOR COMMON DEPOSITORY OR TO A NOMINEE
OF SUCH SUCCESSOR COMMON DEPOSITORY**

No. 1
€300,000,000

ISIN No. XS0214328493
Common Code: 021432849

TEXTRON INC.
3.875% NOTES DUE MARCH 11, 2013

TEXTRON INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called "Textron," which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay **The Bank of New York DEPOSITORY (NOMINEES) LIMITED**, as nominee for the Common Depository, or registered assigns, the principal sum of **three hundred million euro (€300,000,000)** on March 11, 2013 in euro, accruing from March 11, 2005 or the most recent date in respect of which interest has been paid or duly provided for at the rate of 3.875% per annum until the principal hereof is paid or duly provided for, annually in arrears on March 11 in each year (each an "Interest Payment Date") commencing March 11, 2006, computed on the basis of an Actual/Actual (ISMA) day fraction basis; provided, however, that if an Interest Payment Date should fall on a day that is not a Business Day, such Interest Payment Date shall be the following day that is a Business Day. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Global Security (or one or more Predecessor Securities (as defined in the Indenture)) is registered at the close of business on the February 15 (whether or not a Business Day) next preceding such Interest Payment Date (a "Regular Record Date") and interest payable at maturity will be payable to the Person to whom principal shall be payable. Any such interest which is payable, but is not punctually paid or duly provided for on any Interest Payment Date, shall forthwith cease to be payable to the Holder hereof on the relevant Regular Record Date or the Person in whose name this Global Security was originally registered, as the case may be, and may be paid to the Person in whose name this Global Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Textron or may be paid at any time in any other lawful manner.

As used herein, the term "Common Depositary" shall mean The Bank of New York, London Branch, as common depositary for Clearstream Banking, Société Anonyme ("Clearstream") and Euroclear Bank S.A./N.V. ("Euroclear").

"Actual/Actual (ISMA)" shall mean that interest on the Global Security will be calculated on the basis of (a) the actual number of days in the period from and including the last Interest Payment Date (or the issue date of the Global Security with respect to the first Interest Payment Date) to but excluding the Interest Payment Date on which the interest payment falls due divided by (b) the product of (x) the actual number of days in the period from and including the last Interest Payment Date (or the issue date of the Global Security with respect to the first Interest Payment Date) to but excluding the Interest Payment Date on which the interest payment falls due and (y) the number of Interest Payment Dates per year.

"Business Day" shall mean any day, other than a Saturday or Sunday, that (a) is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York or London and (b) is a day on which the TARGET System operates. "TARGET System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer system.

Payment of the principal and premium, if any, and interest on this Global Security will be made (a) at the principal corporate trust office of the Trustee, which will be the U.S. paying agent, in the Borough of Manhattan, The City of New York, New York, presently located at 101 Barclay Street, New York, New York 10286, and (b) for so long as the Securities represented by this Global Security are listed on the Irish Stock Exchange, at the main office of AIB/BNY Fund Management (Ireland) Limited, which will be the Irish paying agent in Dublin, Ireland, in euro; provided that, at the option of Textron, payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent by manual signature of an authorized officer, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Signature Page to Follow]

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

Dated: March 11, 2005

TEXTRON, INC.

By: _____
Mary F. Lovejoy
Vice President and Treasurer

By: _____
Ann T. Willaman
Assistant Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is a Global Security of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK TRUST COMPANY, N.A.,
As Trustee

By: _____
Authorized Signatory

Dated: March 11, 2005

(REVERSE OF SECURITY)

TEXTRON INC.
3.875% NOTES DUE MARCH 11, 2013

1. Indenture; Securities. This Security is a Global Security evidencing a security of the duly authorized series of securities of Textron designated as its 3.875% Notes due March 11, 2013 (the securities of such series are herein called the "Securities"), issued under an Indenture, dated as of September 10, 1999 (herein called the "Indenture"), between Textron and The Bank of New York Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture). The terms of this Security include those stated in, or made pursuant to, the Indenture. The Securities are subject to all such terms, and reference is made to the Indenture, all indentures supplemental thereto and all written instruments of Textron establishing such terms for a statement of the respective rights, limitations of rights, duties and immunities thereunder of Textron, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. To the extent that the terms, conditions and other provisions of this Global Security modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Global Security shall govern

All terms used in this Global Security that are defined in the Indenture and not herein otherwise defined shall have the meanings assigned to them in the Indenture.

Textron may, without the consent of the Holders, issue and sell additional securities ranking equally with the Securities and otherwise identical in all respects (except for the payment of interest accruing prior to the issue date of such additional Securities or except for the first payment of interest following the issue date of such additional Securities) so that such additional securities shall be consolidated and form a single series with the Securities; provided, however, that no additional securities of any existing or new series may be issued under the Indenture if an Event of Default has occurred and remains uncured thereunder.

This Global Security is not subject to a mandatory or optional sinking fund requirement.

2. Optional Redemption. (a) The Securities shall be redeemable, at the option of Textron, in whole or in part on any date prior to Maturity (the "Redemption Date") at the Redemption Price (as defined herein), plus accrued and unpaid interest on such Securities up to, but not including, the Redemption Date. For purposes hereof:

"Calculation Agent" means Deutsche Bank AG London, or any successor entity.

"Official Fixing Rate" means, with respect to any Redemption Date, the rate per year equal to the annual yield to maturity of the Reference Government Issue, assuming a price for the Reference Government Issue (expressed as a percentage of its principal amount) equal to the price published for the Reference Government Issue by the Frankfurt Stock Exchange on the third Payment Business Day prior to the Redemption Date.

"Payment Business Day" means any day, other than a Saturday or Sunday, that (a) is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York or London, and (b) is a day on which the TARGET System operates.

"Redemption Price" means the greater of: (a) 100% of the principal amount of Securities to be redeemed and (b) as determined by the Calculation Agent, the sum of the present values of the remaining scheduled payments of principal of such Securities and interest on such Securities that would be due on or after the Redemption Date but for such redemption (not including any portion of such interest payments accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (assuming an Actual/Actual (ISMA) day fraction basis) at the Official Fixing Rate.

"Reference Government Issue" means the security issued by the government of the Federal Republic of Germany selected by the Calculation Agent as having a maturity comparable to the remaining term of the Securities to be redeemed that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in euro of comparable maturity to the remaining term of the Securities.

(b) Textron shall give notice of any redemption between 30 and 60 days preceding the Redemption Date to each Holder of the Securities to be redeemed, pursuant to Section 13 hereof.

(c) In the event Textron redeems any amount of the Securities that is less than the total principal amount then outstanding, selection of the Securities for redemption shall be made by the Trustee in compliance with the rules and requirements of the Irish Stock Exchange or the principal exchange, if any, on which the Securities are listed, or if the Securities are not so listed or such exchange prescribes no method of selection, on a *pro rata* basis, by lot or by any

other method as the Trustee in its sole discretion deems to be fair and appropriate, *provided, however*, that no Security of €50,000 in original principal amount or less shall be redeemed in part. If this Security is to be redeemed in part only, the notice of redemption relating to this Security will state the portion of the principal amount hereof to be redeemed. A new Security in principal amount equal to the unredeemed portion hereof shall be issued and delivered to the Trustee, or its nominee, or, in the case of Securities in certificated form, issued in the name of the Holders thereof, in each case upon cancellation of this Security.

(d) Unless Textron defaults in payment of the Redemption Price of the Securities, on and after the Redemption Date interest shall cease to accrue on this Security or the portion hereof called for redemption.

(e) If Textron elects to redeem the Securities, in whole or in part, pursuant to this Section 2, then it shall give notice to the holders pursuant to Section 13 hereof.

The notice of redemption shall specify the following:

(i) the Redemption Date;

(ii) a brief statement to the effect that the Securities are being redeemed at the option of Textron pursuant to this Section 2;

(iii) the aggregate principal amount of the Securities to be redeemed, and if such amount is less than the aggregate principal amount of the Securities then outstanding, the manner of selection of the Securities to be redeemed;

(iv) that on the Redemption Date, the Redemption Price, plus accrued but unpaid interest on the Securities to be redeemed, if any, will become due and payable;

(v) the amount of the Redemption Price and accrued but unpaid interest, if any, that will be due and payable on the Securities to be redeemed on the Redemption Date;

(vi) the place or places of payment of the amounts due under clause (v) above;

(vii) that payment of the amounts due under clause (v) above will be made upon presentation and surrender of the Securities to be redeemed; and

(viii) that, following the redemption of any or all of the Securities pursuant to this Section 2, interest shall cease to accrue on such redeemed Securities.

The notice of redemption regarding the Securities shall be, at the election of Textron, given by Textron or, at Textron's request, by the Trustee in the name and at the expense of Textron.

On or before the opening of business on any Redemption Date, Textron shall deposit with the Trustee or with the U.S. Paying Agent (as defined herein) or the Irish Paying Agent (as defined herein) or, if Textron is acting as its own paying agent, segregate and hold in trust as provided in Section 10.3 of the Indenture, an amount of money sufficient to pay the Redemption Price of, and except if the Redemption Date shall be an Interest Payment Date, accrued but unpaid interest on, the Securities to be redeemed on the Redemption Date.

The notice of redemption having been given as specified above, the Securities to be so redeemed shall, on the Redemption Date, become due and payable at the Redemption Price, and from and after such date, unless Textron shall default in the payment of the Redemption Price and accrued but unpaid interest, if any, such Securities shall cease to bear interest. Upon surrender of the Securities for redemption in accordance with such notice, such Securities shall be paid by Textron at the Redemption Price, together with accrued but unpaid interest, if any, to the Redemption Date.

If any of the Securities, having been called for redemption, shall not be so paid upon surrender thereof for redemption, the Redemption Price for the Securities to be redeemed shall, until paid, bear interest from the Redemption Date at the interest rate borne by this Security.

In the event of the redemption of the Securities in part only, this Security shall be cancelled and the Company shall issue a Global Security to represent the Securities outstanding following the Redemption Date.

3. Payment of Additional Amounts; Redemption Upon a Tax Event.

(a) Payment of Additional Amounts. Textron shall pay to the holder of any of the Securities who is a Non U.S. Person (as defined below) such additional amounts as may be necessary so that every net payment of principal of and interest on such Securities to such holder, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon such holder by the United States or any political subdivision or taxing authority thereof or therein, will not be less than the amount provided in the Securities to be then due and payable had no deduction or withholding been required (such amounts, the "Additional Amounts"); *provided, however,* that Textron shall not be required to make any payment of Additional Amounts for or on account of:

(i) any tax, assessment or other governmental charge that would not have been imposed but for (A) the existence of any present or former connection between such holder, or between a fiduciary, settlor, beneficiary of, member or shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation, and the United States (other than a connection arising solely from the mere ownership of the Securities or the receipt of payments thereon or the enforcement of a right in respect thereof), including, without limitation, such holder, or such fiduciary, settlor, beneficiary, member, shareholder or possessor, being or having been a citizen or resident of the United States or treated as a resident thereof or being or having been engaged in trade or business or present in the United States, or (B) the presentation of the Securities for payment (where presentation is required) on a date more than 30 days after the later of the date on which such payment becomes due and payable and the date on which payment thereof is duly provided for;

(ii) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property or similar tax, assessment or other governmental charge;

(iii) any tax, assessment or other governmental charge imposed by reason of such holder's past or present status as a passive foreign investment company, a controlled foreign corporation, a personal holding company or foreign or domestic personal holding company with respect to the United States, or as a corporation that accumulates earnings to avoid United States federal income tax or a private foundation or other tax-exempt organization;

(iv) any tax, assessment or other governmental charge that is payable otherwise than by withholding from payment of principal of or interest on the Securities;

(v) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on the Securities if such payment can be made without withholding by any other paying agent;

(vi) any tax, assessment or other governmental charge that would not have been imposed but for the failure to comply with any certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with the United States of the holder or beneficial owner of the Securities, if such compliance is required by statute or by regulation of the United States Treasury Department, without regard to any tax treaty, or by an applicable income tax treaty to which the United States is a party, as a precondition to relief or exemption from such tax, assessment or other governmental charge;

(vii) any tax, assessment or other governmental charge imposed on interest received by (A) a 10% shareholder (as defined in Section 871(h)(3)(B) of the United States Internal Revenue Code of 1986, as amended (the "Code"), and the regulations that may be promulgated thereunder) of Textron, (B) a controlled foreign corporation with respect to Textron within the meaning of the Code or (C) a bank whose receipt of the interest is described in Section 881(c)(3)(A) of the Code;

(viii) any withholding or deduction that is imposed on a payment to an individual and is required to be made pursuant to that European Union Directive relating to the taxation of savings adopted on June 3, 2003 by the European Union's Economic and Financial Affairs Council, or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(ix) any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) in this Section 3(a);

nor shall any Additional Amounts be paid to any holder or beneficial owner of the Securities who is a fiduciary or partnership to the extent that a beneficiary or settlor with respect to such fiduciary, or a member of such partnership or a beneficial owner thereof, would not have been entitled to the payment of such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Securities.

"Non U.S. Person" means any corporation, individual, fiduciary or partnership that is, as to the United States, a foreign corporation, a non-resident alien individual who has not made a valid election to be treated as a United States resident, a non-resident fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is, as to the United States, a foreign corporation, a non-resident alien individual or a non-resident fiduciary of a foreign estate or trust.

In the event that Textron is required to withhold or deduct any present or future tax, assessment or other governmental charge from any

payment to a holder or beneficial owner of the Securities who is a Non U.S. Person, Textron will make reasonable efforts to obtain an official receipt or other acknowledgment from the relevant taxing authority evidencing the payment thereof, and will make such documentation (or a copy thereof) available to any such holder or beneficial owner upon request therefor.

(b) Redemption Upon a Tax Event. The Securities may be redeemed at the option of Textron in whole, but not in part, on a date (such date, the "Tax Redemption Date") to be fixed by Textron on not more than 60 days' and not less than 30 days' notice, at a redemption price equal to 100% of the principal amount of the Securities plus accrued but unpaid interest, if any, thereon to the date of Redemption and any Additional Amounts then due (together, the "Tax Redemption Price"), if Textron determines that as a result of any change in or amendment to the laws, treaties, regulations or rulings of the United States or any political subdivision or taxing authority thereof or therein, or any change in or amendment to the official application, enforcement or interpretation of such laws, treaties, regulations or rulings, including a holding by a court of competent jurisdiction in the United States, or any other action by any taxing authority or a court of competent jurisdiction in the United States, whether or not any such action was taken with respect to Textron, which change or amendment is announced or becomes or is to become effective, or which action is taken, on or after March 2, 2005, Textron has or will become obligated to pay Additional Amounts and such obligation cannot be avoided by reasonable measures available to Textron.

Prior to the giving of any notice of redemption pursuant to this Section 3(b), Textron shall deliver to the Trustee (1) an Officers' Certificate stating that Textron is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the rights of Textron to so redeem have occurred and (2) an Opinion of Counsel to such effect based on such statement of facts.

If the Company elects to redeem the Securities pursuant to this Section 3(b), then it shall give notice to the holders pursuant to Section 13 hereof.

The notice of redemption, shall specify the following:

- (i) the Tax Redemption Date;
- (ii) a brief statement to the effect that the Securities are being redeemed at the option of Textron pursuant to this Section 3(b) and a brief statement of the facts permitting such redemption;
- (iii) that on the Tax Redemption Date, the Tax Redemption Price will become due and payable;
- (iv) the amount of the Tax Redemption Price that will be due and payable on the Securities on the Tax Redemption Date;
- (v) the place or places of payment of the amounts due under clause (iv) above;
- (vi) that payment of the amounts due under clause (iv) above will be made upon presentation and surrender of the Securities; and
- (vii) that, following the redemption of the Securities pursuant to this Section 3(b), interest shall cease to accrue thereon.

The notice of redemption regarding the Securities shall be, at the election of Textron, given by Textron or, at Textron's request, by the Trustee in the name and at the expense of Textron.

On or before the opening of business on the Tax Redemption Date, Textron shall deposit with the Trustee or with the U.S. Paying Agent or the Irish Paying Agent or, if Textron is acting as its own paying agent, segregate and hold in trust as provided in Section 10.3 of the Indenture, an amount of money sufficient to pay the Tax Redemption Price of, and except if the Tax Redemption Date shall be an Interest Payment Date, accrued but unpaid interest on, the Securities to be redeemed on the Tax Redemption Date.

The notice of redemption having been given as specified above, the Securities shall, on the Tax Redemption Date, become due and payable at the Tax Redemption Price, and from and after such date, unless Textron shall default in the payment of the Tax Redemption Price and accrued but unpaid interest, if any, the Securities shall cease to bear interest. Upon surrender of the Securities for redemption in accordance with such notice, the Securities shall be paid by Textron at the Tax Redemption Price, together with accrued but unpaid interest, if any, to the Tax Redemption Date.

If the Securities, having been called for redemption, shall not be so paid upon surrender thereof for redemption, the Tax Redemption Price shall, until paid, bear interest from the Tax Redemption Date at the interest rate borne by this Security.

4. Place and Method of Payment. Subject to Section 10 hereof, Textron shall pay principal (and Redemption Price or Tax Redemption Price, if any) of and interest on the Securities at the office or agency of the U.S. Paying Agent in the Borough of Manhattan, The City of New York and, for so long as the Securities are listed on the Irish Stock Exchange, of the Irish Paying Agent in Dublin, Ireland; provided, however, that at its option, Textron may pay interest by check mailed to the person entitled thereto at such person's address as it appears on the Registry

for the Securities.

5. Defeasance of the Securities. Any funds deposited by Textron pursuant to Sections 4.2, 4.3 and 4.4 of the Indenture shall be in cash in euro, securities issued by the government of the Federal Republic of Germany maturing as to principal and interest, if any, at such times and in such amounts as will insure the availability of cash in euro or a combination thereof.

6. No Redemption; Sinking Fund. The Securities are not redeemable prior to Maturity, other than as set forth in Section 2 and Section 3(b) hereof, and are not subject to a sinking fund.

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

Without the consent of the Holder of any Securities, Textron and the Trustee may enter into one or more indentures supplemental to the Indenture to evidence the succession of another corporation to Textron and the assumption by such successor of the covenants of Textron in the Indenture or this Global Security, to add to the covenants of Textron for the benefit of the Holders of all or any series of Securities, to add additional Events of Default, to cure any ambiguity, to correct any defect or inconsistency or to make any other provisions with respect to matters or questions arising under the Indenture which shall not adversely affect the interests of the Holders of Securities of any series in any material respect or for the other purposes set forth in the Indenture.

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

9. Absolute Obligation. No reference herein to the Indenture and no provisions of the Securities or of the Indenture shall alter or impair the obligation of Textron, which is absolute and unconditional, to pay the principal and premium, if any, of and interest on this Security at the place, at the time and in the coin or currency herein prescribed.

10. Form and Denominations; Global Securities; Definitive Notes. The Securities are being issued in registered form without coupons in denominations of €50,000 and multiples of €50,00 in excess thereof. The Securities are being issued in the form of a global security (the "Global Security"), evidencing all or any portion of the Securities and registered in the name of the Common Depositary or its nominee (including their respective successors) as common depositary for Clearstream and Euroclear under the Indenture. The Securities shall be issued in certificated form (each, a "Definitive Note") only in the following limited circumstances: (1) the Common Depositary is no longer willing or able to discharge its responsibilities properly, and neither the trustee nor Textron has appointed a qualified successor within 90 days after Textron receives such notice or becomes aware of such ineligibility or (2) Textron delivers to the Trustee a Company Order to the effect that this Security shall be exchangeable for Definitive Notes, in each such case this Security shall be exchangeable for Definitive Notes in an equal aggregate principal amount. Such Definitive Notes shall be registered in such name or names as the Common Depositary shall instruct the Trustee.

11. Registration, Transfer and Exchange. As provided in the Indenture and subject to certain limitations therein set forth, Textron shall provide for the registration of the Securities and the transfer and exchange of the Securities, whether in global or certificated form. At the option of the holders, either at the office or agency to be designated and maintained by Textron for such purpose in the Borough of Manhattan, The City of New York or at any of such other offices or agencies as may be designated and maintained by Textron for such purpose pursuant to the provisions of the Indenture, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, except for any tax or other governmental charges imposed in connection therewith subject to Section 3 hereof, the Securities may be transferred or exchanged for an equal aggregate principal amount of the Securities of like tenor and of other authorized denominations upon surrender and cancellation of the Securities upon any such transfer.

Textron, the Trustee, and any agent of Textron or of the Trustee may deem and treat the holder as the absolute owner of this Security (whether or not the Securities shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payments hereon, or on account hereof, and for all other purposes, and neither Textron nor the Trustee nor any agent of Textron or of the Trustee shall be affected by any notice to the contrary. All such payments made to or upon the order of such holder shall, to the extent of the amount or amounts paid, effectually satisfy and discharge liability for moneys payable on this Security.

Notwithstanding the preceding paragraphs of this Section 11, any registration of transfer or exchange of a Global Security shall be subject to the terms of the legend appearing on the initial page thereof.

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

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

12. Appointment of Agents. The Bank of New York Trust Company, N.A. is appointed the registrar for the purpose of registering the Securities and transfers and exchanges of the Securities pursuant to the Indenture and this Security (the "Registrar"), paying agent pursuant to the Indenture (the "U.S. Paying Agent") and transfer agent (the "Transfer Agent") with respect to the Securities in the United States at its offices in the Borough of Manhattan, The City of New York.

AIB/BNY Fund Management (Ireland) Limited has been appointed, in connection with the listing of the Securities on the Irish Stock Exchange, the paying agent pursuant to the Indenture (the "Irish Paying Agent") with respect to the Securities in Ireland, and has its main office at Guild House, Guild Street, Dublin 1, Ireland.

If for any reason AIB/BNY Fund Management (Ireland) Limited shall not continue as Irish Paying Agent and the Securities remain listed on the Irish Stock Exchange, Textron shall appoint a substitute Irish Paying Agent with an office in Ireland, in accordance with the rules then in effect of the Irish Stock Exchange and the provisions of the Indenture and the Securities. Following the appointment of the substitute Irish Paying Agent, Textron shall give the holders of the Securities notice of such appointment pursuant to Section 13 hereof.

13. Notices. If Textron is required to give notice to the holders of the Securities pursuant to the terms of the Indenture, then it shall do so by the means and in the manner set forth in Section 1.6 of the Indenture.

In addition, Textron shall give notices to the holders of the Securities by publication in the Financial Times world edition and in a leading daily newspaper in The City of New York and in London and, so long as the Securities are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange require notice by publication, in Ireland. Initially, such publication shall be made in The City of New York in The Wall Street Journal, in London in the Financial Times and in Ireland in the Irish Times. If publication in Dublin, Ireland is not practical, Textron shall publish such notices in an English language newspaper of general circulation elsewhere in Europe. Any such notice shall be deemed to have been given on the date of publication or, if published more than once, on the date of the first publication. If publication as described above becomes impossible, Textron may publish sufficient notice by alternate means that approximate the terms and conditions described in this Section 13.

14. Separability. In case any provision of the Indenture or the Securities shall, for any reason, be held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions thereof and hereof shall not in any way be affected or impaired thereby.

15. GOVERNING LAW. THE SECURITIES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

*(Please insert social security,
tax identification number or other
identifying number of assignee)*

(Please print or type name and address, including postal zip code of assignee)

the within Global Security and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Global Security on the books of Textron, with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature guarantee: _____

NOTE: The signature to this assignment must correspond exactly with the name as written upon the face of the within Global Security in every

particular without alteration or enlargement or any change whatsoever and must be guaranteed by a commercial bank or trust company having its principal office or correspondent in The City of New York or by a member of the New York Stock Exchange.

TEXTRON INC.

OFFICERS' CERTIFICATE
Pursuant to Section 3.1 of the Indenture

Textron Inc., a Delaware corporation ("Textron"), hereby certifies, through its Vice President and Treasurer, Mary F. Lovejoy, and its Assistant Secretary, Ann T. Willaman, pursuant to Section 3.1 of the Indenture, dated as of September 10, 1999 (the "Indenture"), between Textron and The Bank of New York Trust Company, N.A. (as successor trustee to The Bank of New York), as Trustee, as follows:

1. Pursuant to authority delegated by Textron's Board of Directors on February 25, 2004 and December 8, 2004 to the Vice President and Treasurer of Textron and the written action of Mary F. Lovejoy, Vice President and Treasurer of Textron, dated March 2, 2005, Textron has created a series of senior debt securities of Textron, designated as the 3.875% Notes due March 11, 2013 (the "Notes"), to be issued under the Indenture, and authorized the sale of up to €300,000,000 aggregate principal amount of the Notes.

2. The terms of the Notes as authorized and determined by written action of Mary F. Lovejoy, Vice President and Treasurer of Textron, dated March 2, 2005, are as follows:

- (a) The title of the Notes shall be "3.875% Notes due March 11, 2013," with an ISIN number of XS0214328493 and a common code of 021432849.
- (b) The Notes shall be issued under the Indenture.
- (c) The principal of the Notes shall be payable in euro on March 11, 2013.
- (d) The Notes shall bear interest at an annual rate of 3.875% from March 11, 2005, payable annually in arrears on March 11 of each year (the "Interest Payment Dates"), commencing March 11, 2006 until the principal of the Notes is paid or made available for payment (subject to paragraph (m) hereof). Interest on the Notes shall accrue from March 11, 2005. The interest so payable shall be paid to the persons in whose name the Notes are registered at the close of business on the February 15 (whether or not a Business Day) next preceding such March 11 (the "Regular Record Dates"). "Business Day" shall mean any day, other than a Saturday or Sunday, that (i) is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York or London and (ii) is a day on which the TARGET System operates. "TARGET System" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer system.

Interest shall be paid in euro. Interest on the Notes will be computed on the basis of an Actual/Actual (ISMA) day fraction basis. "Actual/Actual (ISMA)" means that interest on the Notes will be calculated on the basis of (i) the actual number of days in the period from and including the last Interest Payment Date (or the issue date of the Notes with respect to the first Interest Payment Date) to but excluding the Interest Payment Date on which the interest payment falls due divided by (ii) the product of (x) the actual number of days in the period from and including the last Interest Payment Date (or the issue date of the Notes with respect to the first Interest Payment Date) to but excluding the Interest Payment Date on which the interest payment falls due and (y) the number of Interest Payment Dates per year.

- (e) The Notes shall be issued in denominations of €50,000 and integral multiples of €50,000.
- (f) Payment of the principal of and premium, if any, and interest on the Notes shall be made (i) at the principal corporate trust office of the Trustee, which will be the U.S. paying agent, in the Borough of Manhattan, The City of New York, New York, presently located at 101 Barclay Street, New York, New York 10286, and (ii) for so long as the Notes are listed on the Irish Stock Exchange, at the main office of AIB/BNY Fund Management (Ireland) Limited, which will be the Irish paying agent in Dublin, Ireland; provided that, at the option of Textron, payment of interest may be made by check mailed to the address of the person entitled thereto as such address shall appear in the register for the Notes.
- (g) The Notes shall be redeemable pursuant to Sections 2 and 3(b) of the Global Securities (as defined in the Indenture) in the form attached as Exhibit A. The notice of redemption of the Notes may summarize the method by which the redemption price will be determined rather than state the actual dollar amount.
- (h) The Notes shall not be subject to any optional or mandatory sinking fund.
- (i) The Notes shall be issued only in registered form without coupons.
- (j) The Notes shall be issuable in definitive form as prescribed by the Indenture.

(k) The Notes shall be represented by one or more Global Securities in the form attached as Exhibit A.

(l) Textron shall be required to pay additional amounts on the Notes pursuant to Section 3(a) of the Global Securities in the form attached as Exhibit A, subject to redemption at Textron's option pursuant to Section 3(b) thereof as provided in paragraph (g) hereof.

(m) Without notice to or consent of any holder of Notes, Textron may, from time to time and at any time, issue and sell additional Notes of the same series and with the same terms and conditions as set forth above (or the same terms and conditions except for the payment of interest accruing prior to the issue date of the additional Notes or except for the first payment of interest following the issue date of the additional Notes).

(n) The Trustee shall be the registrar, transfer agent and U.S. paying agent for the Notes. AIB/BNY Fund Management (Ireland) Limited shall be the Irish paying agent for the Notes. The Trustee shall select an Authenticating Agent (as defined in the Indenture); and the register for the Notes shall be kept, and notices and demands to or upon Textron in respect of the Notes and the Indenture may be served, at the principal corporate trust office of the Trustee in the Borough of Manhattan, The City of New York, New York.

Terms capitalized herein and not otherwise defined shall have the meanings assigned to them in the Indenture.

IN WITNESS WHEREOF, Textron Inc., through the undersigned officers, signed this certificate and affixed the corporate seal of Textron Inc.

Dated: March 11, 2005

TEXTRON INC.

Name: Mary F. Lovejoy
Title: Vice President and Treasurer

Name: Ann T. Willaman
Title: Assistant Secretary

TEXTRON INC.
40 Westminister Street
Providence, Rhode Island 02903

March 10, 2005

Textron Inc.
40 Westminister Street
Providence, Rhode Island 02903

Re: Textron Inc. Offering of €300,000,000 3.875% Notes due March 11, 2013
Registration Statement on Form S-3 (Registration No. 333-113313)

Ladies and Gentlemen:

I am Senior Associate General Counsel-Securities and Assistant Secretary of Textron Inc., a Delaware corporation ("Textron"). I have acted as counsel to Textron in connection with the public offering of €300,000,000 aggregate principal amount of Textron's 3.875% Notes due March 11, 2013 (the "Notes") pursuant to a Registration Statement on Form S-3 (No. 333-113313) filed by Textron with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on March 5, 2004 (the "Registration Statement"). The Registration Statement relates to the offering and sale from time to time, pursuant to Rule 415 under the Securities Act, of up to an aggregate offering price of \$2,000,000,000, or its equivalent, based on the applicable exchange rate at the time of sale, if debt securities are issued with principal amounts denominated in one or more foreign currencies or currency units, of senior debt securities, subordinated debt securities, common stock and preferred stock of Textron. The Notes will be issued in the form of one or more Global Notes (collectively, the "Global Note").

The Notes are being offered pursuant to a prospectus supplement dated March 2, 2005 filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act on March 4, 2005 (the "Prospectus Supplement"), which supplements Textron's prospectus dated August 4, 2004 (the "Prospectus"). The Notes are to be issued under the Indenture, dated as of September 10, 1999, between Textron and The Bank of New York Trust Company, N.A. (as Successor Trustee to The Bank of New York), as trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of: (i) the Restated Certificate of Incorporation of Textron, as currently in effect; (ii) the By-Laws of Textron, as currently in effect; (iii) the Registration Statement as filed with the Commission; (iv) the Prospectus and the Prospectus Supplement as filed with the Commission; (v) the form of the Notes; (vi) an executed copy of the Indenture; (vii) an executed copy of the Underwriting Agreement, dated as of March 2, 2005, between Textron and Deutsche Bank AG London, J.P. Morgan Securities Ltd., Banc of America Securities Limited, Société Générale, HSBC Bank plc and Mitsubishi Securities International plc; (viii) the Statement of Eligibility and Qualification under the Trust Indenture Act of 1939, as amended, on Form T-1 of The Bank of New York, N.A. as trustee under the Indenture with respect to the Notes; (ix) pertinent resolutions of Textron's Board of Directors and committees thereof; and (x) written actions of delegates of such committees. I have also examined originals or copies, certified or otherwise identified to my satisfaction, of such records of Textron and such agreements, certificates of public officials, certificates of officers or other representatives of Textron and others, and such other documents, certificates and records as I have deemed necessary or appropriate as a basis for the opinions set forth herein.

In my examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. In making my examination of documents executed or to be executed by parties other than Textron, I have assumed that such parties had or will have the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. In addition, I have assumed that the Notes, when executed, will be executed in substantially the form reviewed by me. As to any facts material to the opinions expressed herein which I have not independently established or verified, I have relied upon oral or written statements and representations of officers and other representatives of Textron and others.

I am admitted to the bar in the States of New York and Rhode Island, and I express no opinion as to the laws of any jurisdiction other than such States and the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial interpretations interpreting these laws). I am not admitted to the practice of law in the State of Delaware.

Based upon and subject to the foregoing and the other qualifications set forth herein, it is my opinion that when the Global Note (in the form examined by me) has been duly executed and authenticated in accordance with the terms of the Indenture and in the manner contemplated in the Prospectus Supplement and has been delivered in accordance with the Underwriting Agreement against payment of the agreed-upon consideration therefor set forth therein, the Notes will constitute valid and binding obligations of Textron, entitled to the benefits of the Indenture and enforceable against Textron in accordance with their terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. I also consent to the references to me under the captions "Legal Opinions" in the Registration Statement and "Legal Matters" in the Prospectus Supplement. In giving such consent, I do not thereby admit that I am included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

s/ Michael D. Cahn
Senior Associate General
Counsel-Securities and Assistant
Secretary