
Disability

If you become totally and permanently disabled, you may be eligible for the Disability Retirement Benefit. To be eligible for a Disability Retirement Benefit, you must have become totally and permanently disabled while you were an Eligible Employee and before age 65, and you must satisfy certain age and service requirements—each as described below.

TOTALLY AND PERMANENTLY DISABLED

Subject to the exclusions described below (under “Disability Exclusions”), the determination of whether you are totally and permanently disabled will be made by a Company-appointed physician. If the physician determines that you are not totally and permanently disabled, you may seek a second opinion from a Union-appointed physician. If the Union-appointed physician disagrees with the assessment by the Company-appointed physician, the two physicians will agree upon a third physician whose determination will be binding. The Company will pay the cost of any physician whom it appoints; the Union will pay the cost of any physician whom it appoints; and the Company and the Union will share the cost of the third physician.

DISABILITY EXCLUSIONS

You will not be eligible for a Disability Retirement Benefit if your disability is attributable to military service, habitual use of narcotics, intentionally self-inflicted injuries, or acts that the Plan Administrator determines are against the public interest.

AGE AND SERVICE REQUIREMENTS FOR DISABILITY

The age and service requirements that you must satisfy to be eligible for a Disability Retirement Benefit depend on whether your total and permanent disability is work-related.

Work-Related Disability

If your total and permanent disability is the result of a work-related injury or illness (*i.e.*, you have an injury or occupational disease that was sustained in the course of your employment with the Company), you will be eligible for a Disability Retirement Benefit only if you have 5 or more years of Credited Service.

Non-Work Related Disability

If your total and permanent disability is not the result of an injury or occupational disease that was sustained in the course of your employment with the Company, you will be eligible for a Disability Retirement Benefit only if you satisfy the following age and service requirements before becoming totally and permanently disabled:

<u>Your Age</u>	<u>Years of Credited Service</u>
At least 40, but under 42	15

If You Divorce or Separate

There are several provisions of the Plan that might become relevant to you if you divorce or separate.

- If you divorce or separate, your benefit under the Plan might become subject to a Qualified Domestic Relations Order (a “QDRO”). A QDRO is a court order directing the Plan Administrator to divide your benefit between you and your Spouse or former Spouse. A QDRO may also assign all or part of your benefit to a child or other dependent. Textron has established special procedures governing QDROs. You can obtain a copy of these procedures from the Service Center upon request, without charge. If you have a QDRO or an order that might be a QDRO, we encourage you to contact the Service Center.
- If the Plan Administrator receives a domestic relations order that may affect your account and may be a QDRO, payment of your benefit will generally be delayed until the Plan Administrator determines whether or not the order is a QDRO. If the order is determined to be a QDRO, it will be followed. If it is determined not to be a QDRO, it will not be followed. For more information, contact the Service Center.
- In general, you may not change your payment form or your beneficiary after your benefit start date. For example, if you begin receiving a Joint and Survivor Annuity and then get divorced two years later, you generally will not be able to prevent your ex-Spouse from receiving the survivor portion of your benefit if he or she survives you.

payment of estimated tax; and if your withholding and estimated tax payments are not sufficient, you could incur penalties. It is your responsibility to request additional withholding or to make advance estimated tax payments if necessary to avoid any penalty.

ADDITIONAL INCOME TAX ON EARLY DISTRIBUTIONS

If you terminate employment before age 55 and your benefit start date is before age 59½, your distribution might be subject to an additional 10% tax – on top of the income tax that otherwise applies. In general, the 10% additional tax will not apply if:

- The distribution is made because you are totally and permanently disabled;
- Your benefit is distributed as an annuity; or
- The distribution is made to satisfy an IRS tax levy.

In general, the 10% additional tax applies only to payments that are made to you. The 10% additional tax does not apply to:

- Payments made to your surviving Spouse or beneficiaries after your death, or
- Payments made to a former Spouse or your children under a qualified domestic relations order (described on page 25).

ROLLOVER: A WAY TO DEFER TAXATION

If you, your Spouse, or your former Spouse is eligible to receive a retirement or death benefit in a lump sum, you (or your Spouse or former Spouse) might be able to defer taxation on the distribution by rolling it over to another employer's retirement plan (including a 403(b) annuity contract and certain governmental plans) or to an IRA in your name. You (or your surviving Spouse or former Spouse) may also roll over your distribution to a Roth IRA; if you choose this option, you will have to pay taxes upon distribution from the Plan.

Please note, however, that employer retirement plans and financial institutions are not required to accept rollover contributions; you should confirm with the plan sponsor of your new retirement plan or your financial institution that it will accept a rollover of your distribution from the Plan.

A rollover can be either direct or indirect:

- If the rollover is direct, your distribution will be transferred directly to the other plan or IRA that is in your name.
- If the rollover is indirect, the distribution will first be paid to you, and you will then have a period of 60 days during which you can contribute the distribution to the other plan or IRA in your name without incurring a taxable event. Any distribution that is first paid to you will be subject to withholding as described under "Ordinary Income Tax and Withholding," above. However, you may roll over the amount that was withheld by replacing that amount with your own money, if you do so within the 60-

day limit. Following an indirect rollover, you will generally be able to recover the amount withheld as a credit on your income tax return.

For more information about rollovers, contact the Service Center.

EXCISE TAX ON LATE DISTRIBUTIONS

Under the federal tax laws, you must begin receiving distributions by April 1st of the calendar year next following the later of (a) the calendar year in which you terminate employment with all Textron Companies or (b) the calendar year in which you reach age 70½. If you do not take required minimum distributions, a 50% excise tax will apply to the difference between the minimum required amount for any year and the amount actually distributed for that year.

The information regarding tax laws in this booklet is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service. The information in this booklet regarding tax laws was written to support the promotion or marketing of the Plan. You should seek tax advice based on your individual circumstances from an independent tax adviser.

Circumstances That Might Result In Loss of Benefits

Below is a list of circumstances that might result in a loss of benefits. The list highlights circumstances that are described more completely elsewhere in this booklet. The list does not override any provision of the Plan.

- If you terminate employment with all Textron Companies before your benefit becomes fully vested, the unvested benefit will be forfeited.
- If you divorce or separate, all or part of your benefit might be assigned to your Spouse or former Spouse, or to a child or other dependent. For more information, see “If You Divorce or Separate,” on page 25.
- If you begin receiving payments from the Plan and are rehired by any Textron Company, payments from the Plan will be suspended. This suspension of benefits might result in the value of your benefit under the Plan (but not the amount of your monthly benefit) being less than if you had not been rehired.
- If you continue working for a Textron Company after your 65th birthday, you generally will not receive payments from the Plan for any calendar month (or other 4- or 5-week payroll period ending in a calendar month) during which you are credited with 40 or more Service Hours. (As noted above, you may start your benefit after you reach age 70½, even if you are still working for a Textron Company.) This suspension of benefit payments might result in the value of your benefit under the Plan (but not the amount of your monthly benefit) being less than if you had retired at age 65.
- If the Plan erroneously pays more benefits on your behalf than should have been paid or pays benefits at a time when payments should have been suspended, future payments under the Plan may be reduced. This remedy is not the only remedy available to recover an overpayment. For example, you may be required to repay any overpayment plus interest.
- If you die before Plan payments start and you have not been married for at least one year, no benefit will be payable on your behalf.
- If you are ordered by a court or agree in a legal settlement to pay amounts to the Plan on account of a breach of fiduciary duty or other violation of ERISA, your benefits under the Plan may be reduced accordingly.
- All or part of your Plan benefit can be attached, garnished, or otherwise transferred involuntarily to satisfy an IRS tax levy or to satisfy any judgment under a federal law that equates a debt to taxes owed the United States, such as the Federal Debt Collection Procedures Act, if ordered by the IRS or a court.

- If the Plan Administrator does not have your address (for example, a notice to your most recent address is returned as undeliverable), your benefit under the Plan may be forfeited. Your benefit may be reinstated if you later make a proper claim for benefits, but you will not be compensated for any loss in value as a result of the delay.
- Payments from the Plan are subject to federal, state, and local income taxes and any other taxes that might apply, as well as any additional withholding that you elect.
- Some benefits may be reduced to comply with limits under the federal tax laws on the amount of benefits that may be paid from the Plan.

Resolving Disputes and Filing a Claim

If you believe an error has been made concerning your benefit under the Plan, contact the Service Center. If you and the Service Center cannot resolve the matter to your satisfaction, you have the right to file a claim in accordance with the procedures below.

You may not file a lawsuit against the Plan, the Company, any other Textron Company, any employee of a Textron Company, or any other person related to the Plan unless you first exhaust the claim and appeal procedures described below. If you are not satisfied after you have exhausted the claim and appeal procedures, you may file a lawsuit.

FILING A CLAIM

- Your claim for benefits must be filed with the Plan’s claims administrator at the following address:

Textron Plans Claims Administrator
Fidelity Benefits Service Center
P.O. Box 770003
Cincinnati, OH 45277-0065
- Your claim must be in writing and must identify the specific benefit that you seek.
- You may authorize someone else to represent you in pursuing your claim; references to “you” and “your” in this section should be read to include any person authorized to represent you. Textron or the claims administrator may request reasonable proof of your representative’s authority to act on your behalf.

Resolution of a Claim: Timing

In general, the claims administrator will notify you of its decision on your claim within 90 days after it receives the claim. However, under special circumstances, the claims administrator may extend the initial 90-day period for up to an additional 90 days. If it needs an extension, the claims administrator will notify you in writing before the end of the initial 90-day period. Any notice of an extension will explain the reason(s) for the extension and the date by which the claims administrator expects to notify you of its decision.

Time taken into account. The period for deciding any claim begins on the date the claims administrator receives your claim, even if all of the information needed to resolve the claim is not submitted with that first filing. If the claims administrator needs more information to decide your claim, you and the claims administrator can agree to extend the time period for making a decision, so that you can provide additional information.

Special rule for claims involving a determination of disability. If your claim involves a determination of whether you are disabled, the claims administrator will notify you of its decision on your claim within 45 days after it receives the claim. However, if matters beyond the claims administrator’s control require additional time to decide your claim, the claims

administrator may extend this period twice for additional periods of up to 30 days each. If it needs an extension, the claims administrator will notify you in writing before the end of the period that is being extended; the notice of extension will include the circumstances requiring the extension and the date by which a decision is expected. If additional information is necessary, you will be given at least 45 days within which to provide the requested information; the time period for deciding your claim will be extended until you provide the requested information (but not for more than 45 days).

If your claim is not resolved timely. If the claims administrator does not resolve your claim within the time periods described above (including any extensions for which you receive timely notice), you should consider your claim to have been denied immediately after the date by which the claims administrator should have resolved your claim. If you believe your claim is considered to be denied, you may contact the claims administrator to ask for confirmation that your claim has been denied, appeal the denial to Textron, or bring a lawsuit under Section 502(a) of ERISA. The time period for you to appeal will begin to run on the date by which the claims administrator should have resolved your claim and will expire 60 days after that date (or 180 days if your claim involved a determination of disability).

Resolution of a Claim: Notice

The claims administrator will notify you of its decision in writing or by electronic means. Unless your claim is completely granted, the notice will explain the specific reason(s) that the claim (or part of the claim) was denied and include:

- References to the Plan provisions related to the denial;
- A description of any additional material or information that you should provide to complete the claim and the reasons this additional material or information is needed;
- An explanation of the Plan's claims review procedures, including the relevant time limits; and
- A statement that you have a right to bring a lawsuit under Section 502(a) of ERISA if the claim is denied after it is reviewed on appeal.

In addition, if a claim for disability benefits is not completely granted, the claims administrator's written or electronic notice of denial will include:

- Any specific rule, guideline, protocol, or other similar criterion that the claims administrator relied upon in denying the claim, or a statement that the claims administrator relied on a rule, guideline, protocol, or other similar criterion in deciding the claim and that you will be provided with a copy of the rule, guideline, protocol, or other criterion free of charge upon request; and
- If the decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment, applying the terms of the Plan to the participant's medical circumstances, or a statement that you will be provided such an explanation free of charge upon request.

APPEALING A DENIED CLAIM

If your claim is not completely granted, you can submit a written appeal to Textron for a full and fair review of the denied claim.

Your appeal must be submitted to the following address:

Textron Inc.
40 Westminster Street
Providence, RI 02903
ATTN: Benefits Strategy and Compliance

In connection with an appeal, you should submit written comments, documents, records, and other information relating to your claim. You also have a right to receive, upon request and free of charge, access to, and copies of, all documents, records and other information relevant to your claim for benefits.

Textron's review will take into account everything that you submit, regardless of whether it was submitted with your initial claim, as well as Textron's records.

Special rule for appeals involving a determination of disability. If your appeal involves a determination of whether you are disabled, it will be reviewed by a Plan fiduciary who had no role in denying the claim and who is not the subordinate of a fiduciary who played a role in denying the claim. The Plan fiduciary will review your claim without giving any weight to the initial denial.

In addition, if the denial was based all or in part on a medical judgment, the Plan fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; in general, this professional will be the third-party physician appointed by the Company-appointed physician and the Union-appointed physician, as described in the Disability section (beginning on page 20). Any health care professional consulted in connection with an appeal will not be a person (or the subordinate of a person) who was consulted in connection with the initial denial. If the appeal is denied, the Plan fiduciary will identify for you the medical or vocations experts whose advice was obtained on behalf of the Plan in connection with the denial, regardless of whether the Plan fiduciary relied upon that person's advice.

Time for Filing an Appeal

You must file your appeal within 60 days (180 days if the claim involved a determination of disability) after you received the notice that your claim was denied. If you never received a notice that your claim was denied, but the time for Textron to resolve your claim (including any extensions for which Textron provides you with timely notice) has expired, you must file your appeal within 60 days (180 days if the claim involved a determination of disability) after the date by which Textron should have resolved your claim.

Deciding an Appeal: Timing

Textron will notify you of its decision on the appeal within 60 days after it receives the appeal (45 days if the appeal involves a determination of disability). This period may be extended for up to an additional 60 days (45 days if the appeal involves a determination of disability) if Textron determines that special circumstances require an extension. If an extension is necessary, Textron will notify you in writing before the end of the period being extended. Any notice of an extension will explain the reason(s) for the extension and the date by which Textron expects to decide the appeal.

Time taken into account. The period for deciding an appeal begins when Textron receives your appeal, even if all the information needed to review the appeal is not included in that initial filing. However, if Textron needs more information to decide your appeal, the period for Textron to decide the appeal will be automatically extended by the amount of time from when Textron requests additional information until you provide the information (or, if you fail to respond, the date on which the information was due).

Deciding an Appeal: Notice

Textron will notify you of its decision on the appeal in writing or by electronic means. Unless your appeal is completely granted, the notice will explain the specific reason(s) that the appeal was denied and include:

- References to the Plan provisions related to the denial;
- A statement of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- A statement of your right to bring a lawsuit under Section 502(a) of ERISA. You may not bring a lawsuit under Section 502(a) of ERISA unless your appeal has been denied or your claim or appeal is not resolved in a timely fashion.

If an appeal for benefits involving a disability is completely or partially denied, Textron's notice of denial will also include:

- Any specific rule, guideline, protocol, or other similar criterion that Textron relied on in deciding the appeal, or a statement that Textron relied on a rule, guideline, protocol, or other similar criterion in making the decision and that you will be provided with a copy free of charge upon request; and
- If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, the notice of denial will include either an explanation of the scientific or clinical judgment, applying the terms of the Plan to the participant's medical circumstances, or a statement that you will be provided such an explanation free of charge upon request.

If your appeal is not resolved timely. If Textron does not resolve your appeal within the time periods described above (including any extensions for which Textron provides you with

timely notice), you may consider your appeal to have been denied immediately after the date by which Textron should have resolved your appeal. You would then have a right to bring a lawsuit under Section 502(a) of ERISA.

Textron's decision on appeal is final.

Administrative and Other Important Information

NAME OF PLAN

The benefits described in this booklet are provided under Addendum F-2 of the Textron Master Retirement Plan. Addendum F-2 is a part of the Textron Master Retirement Plan.

TYPE OF PLAN

Defined benefit pension plan, which is insured by the Pension Benefit Guaranty Corporation (described on page 42).

PLAN ADMINISTRATOR

Textron is the Plan Administrator for the Plan. You may contact the Plan Administrator at the following address:

Textron Inc.
40 Westminster Street
Providence, RI 02903
ATTN: Benefits Strategy & Compliance
Telephone: (401) 421-2800

The Plan Administrator manages the daily activities of the Plan, and makes decisions regarding the operation of the Plan and the rights of participants and beneficiaries under the Plan. The Plan Administrator may arrange for other parties to assist with daily activities such as processing benefit statement requests and distributions.

As Plan Administrator, Textron has discretionary authority:

- to establish rules and procedures for administering the Plan;
- to resolve questions of fact and determine eligibility for benefits;
- to interpret the terms of the Plan, including to resolve any ambiguity or inconsistency;
- to decide all questions arising in the administration of the Plan; and
- to take any other actions it believes advisable to maintain operation of the Plan.

Textron has designated Fidelity as the record keeper and claims administrator for the Plan. In this capacity, Fidelity performs certain administrative functions under the direction of Textron.

The Plan Administrator or any Plan fiduciary may engage attorneys, accountants, actuaries, consultants, and others to advise it on issues related to the Plan. When it does so, the adviser's client is the Plan Administrator or Plan fiduciary and not any participant or beneficiary under the Plan. Communications between an attorney and a client are "privileged," which means

that they may not be disclosed to third parties unless the client waives the privilege. The Plan Administrator intends and expects to preserve this attorney-client privilege, and all other rights to maintain confidentiality, to the full extent permitted by law. No participant or beneficiary will be permitted to review any communication between the Plan Administrator or Plan fiduciary (including any representative or agent of the Plan Administrator or Plan fiduciary) and any of its attorneys or other advisers with respect to whom a privilege applies, unless mandated by a court order.

PLAN TRUSTEE

The Plan trustee holds your money and is required by law to act on your behalf to protect your interests. The trustee for the Plan is Bank of New York Mellon. The trustee's mailing address is:

Bank of New York Mellon
135 Santilli Highway
Everett, MA 02149

The trust that holds the assets of the Plan is known as the Textron Inc. Master Trust (the "Trust"). The trust agreement is available for review at Textron's headquarters. Subject to a reasonable copying charge, you may request a copy of the trust agreement by contacting the Plan Administrator.

AGENT FOR SERVICE OF LEGAL PROCESS

If you wish to file a lawsuit relating to benefits under the Plan, legal papers may be served on the General Counsel of Textron, Inc. or the trustee at the address shown above.

EMPLOYER AND PLAN IDENTIFICATION

Some information about the Plan is filed with the IRS and the Department of Labor. If you wish to write to either agency about the Plan, you must refer to the following:

- Employer Identification Number: 05-0315468
- Plan Number: 076

PLAN DOCUMENTS

The Plan is governed by a formal plan document. If there is any inconsistency between the formal plan document and this booklet, or any other oral or written explanation of the Plan's terms, the formal plan document will govern.

The Plan will be administered in accordance with its terms. If Textron's Vice President, Human Resources and Benefits (or her successor) determines that the plan document has a drafting error (sometimes called a "scrivener's error"), the plan document will be applied and interpreted without regard to that error. The determination of whether there is a scrivener's error, and how to apply and interpret the Plan in the event of a scrivener's error, will be made by Textron's Vice President, Human Resources and Benefits (or her successor), in the exercise of her best judgment and sole discretion, based on her understanding of Textron's intent in

establishing the Plan and taking into account all evidence (written and oral) that she deems appropriate or helpful.

You may obtain a copy of the formal plan document by submitting a written request to the Plan Administrator (at the address shown above). Please allow up to 30 days for a response to your written request. You may be charged a reasonable fee for copying plan documents.

COLLECTIVE BARGAINING AGREEMENT

The Plan is maintained pursuant to the terms of a collective bargaining agreement between the Company and the Union. A copy of the applicable collective bargaining agreement may be examined at your Human Resources Department or, subject to a reasonable copying charge, may be obtained by writing to the Plan Administrator.

PLAN YEAR

The plan year is the 12-month period for which Plan records are kept. For the Plan, the plan year corresponds to a calendar year — January 1 through December 31.

PLAN COSTS AND EXPENSES

Textron and its affiliates make contributions to the Trust to provide benefits under the Plan. Employees are not required (or permitted) to contribute to the Plan. Benefits under the Plan are paid solely from the Trust. Expenses under the Plan are paid from the Trust unless Textron chooses to pay the expenses directly. In some cases, Textron might pay expenses on behalf of the Plan and then be reimbursed by the Plan.

FUNDING AND CONTRIBUTIONS TO THE PLAN

Contributions to the Textron Master Retirement Plan are determined actuarially, based on the value of assets in the Trust and projections of benefits that will become payable in the future.

The Textron Master Retirement Plan is subject to funding-related benefit restrictions imposed by ERISA and the federal tax laws. The restrictions apply if the funding percentage (technically referred to as the “Adjusted Funding Target Attainment Percentage” or “AFTAP”) falls below 80 percent. The following is an overview of these restrictions:

- If the Textron Master Retirement Plan’s AFTAP is less than 80%, amendments to the Plan that provide additional or enhanced benefits generally may not take effect. For purposes of this rule, AFTAP must be measured after taking into account the effect of the amendment. For example, if the AFTAP is 82% but an amendment increasing benefits would result in the AFTAP falling to 78%, the amendment will not take effect. If an amendment is ineffective because of this limit, it will be void and will have no effect.
- If the Textron Master Retirement Plan’s AFTAP is less than 80%, but at least 60%, the Plan will not be allowed to pay more than 50% of any lump-sum distribution in excess of \$5,000 (or, if less, the amount that is guaranteed by the Pension Benefit Guaranty Corporation).

- If the Textron Master Retirement Plan's AFTAP is less than 60%, or if Textron is in bankruptcy, the Plan must be frozen and lump-sum distributions in excess of \$5,000 will not be permitted. In addition, if the AFTAP is less than 60%, the Plan will not be permitted to pay certain contingent event benefits, such as special benefits that become payable if a plant closes.

Except to the extent required by the minimum contribution rules, Textron is not required to fund the Textron Master Retirement Plan to a level sufficient to avoid these restrictions. This means that restrictions could apply even if Textron makes minimum required contributions. If the restrictions apply, any benefits or rights that are lost as a result of the restrictions generally will not be restored.

If you are affected by any of the restrictions described above, you will be notified.

MILITARY SERVICE

If you return to employment after U.S. military service and you meet certain legal requirements, you will have certain rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA") and the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"). For example:

- If you return from qualified U.S. military service before your reemployment rights expire, you will receive Vesting Service and Credited Service for the period of your military service (as if you had not left).
- If you die during qualified U.S. military service before your reemployment rights expire, you will receive Vesting Service (for purposes of vesting only) as if you had returned to employment the day before your death and immediately terminated employment on account of your death.

If you will be taking a leave of absence for U.S. military service, you should contact the Service Center for more information about your rights.

BENEFITS MAY NOT BE ASSIGNED

In general, your benefits under the Plan may not be sold, used as collateral for a loan, given away, or otherwise transferred. Also, your creditors generally may not attach, garnish, or otherwise interfere with your benefits under the Plan. However, there are some exceptions to this rule, including the following:

- As described under "If You Divorce or Separate" (on page 25), all or part of your Plan benefits may be assigned to your Spouse or former Spouse under a qualified domestic relations order.
- As described under "Circumstances That Might Result in Loss of Benefits" (beginning on page 29), your benefits could be (a) reduced to satisfy a court order or legal settlement relating to a violation of ERISA and (b) garnished to satisfy an IRS tax levy or certain judgments.

INCAPACITY AND DOUBT AS TO YOUR IDENTITY OR WHEREABOUTS

- If you are unable to care for your affairs due to accident or illness, your retirement payments may be made to your Spouse, child, parent, brother, sister or other person deemed to be responsible for you.
- If doubt exists as to the identity or whereabouts of any person entitled to payment under the Plan, Textron may either (a) direct that payments be held in trust, uninvested and without interest, until distribution is ordered by a court or (b) make payments that might be due to a court.
- If the Plan Administrator does not have your address (for example, a notice to your most recent address is returned as undeliverable), your benefit under the Plan may be forfeited. Your benefit may be reinstated if you later make a proper claim for benefits.

TOP HEAVY RULES

The federal tax laws include complex, special rules that would apply if Textron's retirement plans excessively favor highly paid management; a plan that violates these rules is called "top heavy." Based on the design of Textron's retirement plans, these special "top-heavy rules" are not expected to apply to any Textron plan. In the unlikely event that they do apply, you will be notified.

FUTURE OF THE PLAN

Textron reserves the right to amend or terminate the Plan at any time, without your consent and without prior notice, subject to the Company's obligations under its collective bargaining agreement with the Union.

If the Plan is amended or terminated, any benefits that you have accrued up to the date of the amendment or termination will be protected, except to the extent that a reduction is permitted by law or is necessary to conform to a particular law or legal ruling. In addition, if the Plan is terminated, your benefits will generally become fully vested and will be paid (either directly to you or by purchasing annuities from an insurance company) to the extent that assets are available.

If Plan assets are insufficient to pay all accrued benefits under the Plan, the assets available will be allocated to participants' benefits in accordance with Plan provisions that are based on ERISA and applicable regulations. Additional amounts may be payable by the Pension Benefit Guaranty Corporation (described beginning on page 42). If the value of the Plan's assets is greater than the amount needed to pay all accrued benefits and expenses under the Plan, any remaining assets will generally be returned to Textron.

FIDELITY BENEFITS SERVICE CENTER AND NETBENEFITSSM: YOUR SOURCES FOR MORE INFORMATION

If you have questions about the Plan, please call the Textron Human Resources Service Center at 1-866-MY-TXT-HR (1-866-698-9847), and follow the prompts to reach the Fidelity

Benefits Service Center. You can also obtain answers to certain questions about your benefits through NetBenefitsSM at <http://netbenefits.fidelity.com>.

Pension Benefit Guaranty Corporation

Your benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- (1) Normal and early retirement benefits;
- (2) Disability benefits if you become disabled before the Plan terminates; and
- (3) Certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for Textron Companies; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits (such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay). Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC at:

Technical Assistance Division
1200 K Street, N.W.
Suite 930
Washington, D.C. 20005-4026
Telephone: (202) 326-4000 (not a toll-free number)

TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000.

Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

ERISA provides that all participants in the Plan are entitled to:

- Receive information about your plan and benefits

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 65) and if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

- Prudent actions by plan fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

- Enforce your rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the

decision without charge, and to appeal any denial, all within certain time schedules. (The claims procedures are described under “Resolving Disputes and Filing a Claim,” beginning on page 31.)

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file a suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—for example, if it finds your claim is frivolous.

- Assistance with your questions

If you have any questions about the Plan, you should contact the Plan Administrator or the Service Center. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or at the following address: Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Appendix A

JOINT AND 50% SURVIVOR ANNUITY FACTORS

		Age of Spouse																				
		50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Age of Participant	52	.957	.959	.960	.962	.964	.966	.967	.969	.971	.972	.974	.975	.977	.978	.980	.981	.982	.983	.985	.986	.987
	53	.953	.955	.956	.958	.960	.962	.964	.966	.967	.969	.971	.972	.974	.976	.977	.979	.980	.981	.983	.984	.985
	54	.948	.950	.952	.954	.956	.958	.960	.962	.964	.966	.968	.969	.971	.973	.975	.976	.978	.979	.981	.982	.983
	55	.943	.945	.947	.950	.952	.954	.956	.958	.960	.962	.964	.966	.968	.970	.972	.973	.975	.977	.978	.980	.981
	56	.938	.940	.942	.945	.947	.949	.951	.954	.956	.958	.960	.962	.964	.966	.968	.970	.972	.974	.976	.977	.979
	57	.932	.935	.937	.939	.942	.944	.946	.949	.951	.953	.956	.958	.960	.963	.965	.967	.969	.971	.973	.975	.976
	58	.926	.928	.931	.933	.936	.938	.941	.944	.946	.949	.951	.954	.956	.958	.961	.963	.965	.967	.970	.972	.974
	59	.919	.922	.925	.927	.930	.933	.935	.938	.941	.943	.946	.949	.951	.954	.956	.959	.961	.964	.966	.968	.970
	60	.912	.915	.918	.921	.923	.926	.929	.932	.935	.938	.941	.943	.946	.949	.952	.955	.957	.960	.962	.965	.967
	61	.905	.908	.911	.913	.916	.919	.922	.925	.929	.932	.935	.938	.941	.944	.947	.950	.952	.955	.958	.961	.963
	62	.897	.900	.903	.906	.909	.912	.915	.919	.922	.925	.928	.932	.935	.938	.941	.944	.947	.950	.953	.956	.959
	63	.889	.892	.895	.898	.901	.904	.908	.911	.915	.918	.922	.925	.928	.932	.935	.939	.942	.945	.948	.952	.955
	64	.880	.883	.886	.890	.893	.896	.900	.903	.907	.911	.914	.918	.922	.925	.929	.933	.936	.940	.943	.946	.950
	65	.871	.874	.877	.881	.884	.888	.891	.895	.899	.903	.907	.911	.914	.918	.922	.926	.930	.934	.937	.941	.945
	66	.861	.864	.868	.871	.875	.879	.883	.886	.890	.894	.899	.903	.907	.911	.915	.919	.923	.927	.931	.935	.939
	67	.851	.855	.858	.862	.865	.869	.873	.877	.881	.886	.890	.894	.899	.903	.907	.912	.916	.920	.925	.929	.933
	68	.841	.844	.848	.852	.855	.859	.863	.868	.872	.876	.881	.885	.890	.895	.899	.904	.908	.913	.917	.922	.926
	69	.830	.833	.837	.841	.845	.849	.853	.857	.862	.866	.871	.876	.881	.886	.890	.895	.900	.905	.910	.915	.919
	70	.818	.822	.825	.829	.833	.838	.842	.847	.851	.856	.861	.866	.871	.876	.881	.886	.891	.896	.901	.907	.912

Appendix A is applied using the ages (in years) of the participant and the Spouse when benefits begin.

Based on 7% interest and G94U mortality.

Appendix B

JOINT AND 75% SURVIVOR ANNUITY FACTORS

		Age of Spouse																				
		50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Age of Participant	52	.937	.939	.942	.944	.947	.949	.952	.954	.956	.959	.961	.963	.965	.968	.970	.972	.973	.975	.977	.979	.980
	53	.931	.933	.936	.939	.941	.944	.947	.949	.952	.954	.957	.959	.962	.964	.966	.968	.970	.972	.974	.976	.978
	54	.924	.927	.930	.933	.936	.938	.941	.944	.947	.949	.952	.955	.957	.960	.962	.965	.967	.969	.971	.973	.975
	55	.917	.920	.923	.926	.929	.932	.935	.938	.941	.944	.947	.950	.953	.955	.958	.961	.963	.965	.968	.970	.972
	56	.910	.913	.916	.919	.922	.925	.929	.932	.935	.938	.941	.944	.947	.950	.953	.956	.959	.961	.964	.966	.969
	57	.902	.905	.908	.911	.915	.918	.922	.925	.928	.932	.935	.938	.942	.945	.948	.951	.954	.957	.960	.962	.965
	58	.893	.896	.900	.903	.907	.910	.914	.918	.921	.925	.928	.932	.935	.939	.942	.946	.949	.952	.955	.958	.961
	59	.884	.887	.891	.895	.898	.902	.906	.910	.914	.917	.921	.925	.929	.932	.936	.940	.943	.947	.950	.953	.956
	60	.874	.878	.882	.885	.889	.893	.897	.901	.905	.909	.913	.917	.922	.925	.929	.933	.937	.941	.944	.948	.951
	61	.864	.868	.872	.876	.880	.884	.888	.892	.896	.901	.905	.909	.914	.918	.922	.926	.930	.934	.938	.942	.946
	62	.853	.857	.861	.865	.869	.874	.878	.883	.887	.892	.896	.901	.905	.910	.914	.919	.923	.927	.932	.936	.940
	63	.842	.846	.850	.854	.859	.863	.868	.872	.877	.882	.887	.892	.896	.901	.906	.911	.915	.920	.925	.929	.933
	64	.830	.834	.839	.843	.847	.852	.857	.862	.867	.872	.877	.882	.887	.892	.897	.902	.907	.912	.917	.922	.927
	65	.818	.822	.827	.831	.836	.841	.846	.851	.856	.861	.866	.872	.877	.882	.888	.893	.898	.904	.909	.914	.919
	66	.805	.810	.814	.819	.824	.829	.834	.839	.844	.850	.855	.861	.866	.872	.878	.883	.889	.895	.900	.906	.911
	67	.792	.797	.801	.806	.811	.816	.821	.827	.832	.838	.844	.849	.855	.861	.867	.873	.879	.885	.891	.897	.903
	68	.779	.783	.788	.793	.798	.803	.808	.814	.820	.825	.831	.837	.844	.850	.856	.862	.869	.875	.881	.887	.894
	69	.764	.769	.774	.779	.784	.789	.795	.800	.806	.812	.818	.825	.831	.838	.844	.851	.857	.864	.871	.877	.884
	70	.750	.754	.759	.764	.769	.775	.780	.786	.792	.798	.805	.811	.818	.825	.831	.838	.845	.852	.859	.866	.873

Appendix B is applied using the ages (in years) of the participant and the Spouse when benefits begin.

Based on 7% interest and G94U mortality.