

EXHIBIT 3

CERTIFICATION OF BUSINESS RECORDS

I, Sandra F. Jack, the undersigned, declare that I am employed by Textron Inc. in the position of Chief Paralegal. I am a Custodian of Records for the Textron Legal Department, and by reason of my position I am authorized and qualified to make this declaration.

I further declare that the document attached hereto is a true copy of a record that was:

1. made at or near the time of the occurrence of the matters described in the documents, by a person with knowledge of those matters;
2. kept in the course of regularly conducted business activity; and
3. made by the said business activity as a regular practice.

I declare, certify, verify, and state under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

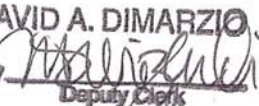
Date of execution: July 12, 2006

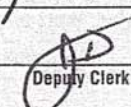
Place of execution: Providence, RI

By:



Sandra F. Jack

Attest to
True Copy
DAVID A. DIMARZIO
By 
Deputy Clerk

CASE NO.	05-398 ML	
	MEYERSIEK	
VS.	UNITED STATES	
DEFENDANT'S EXHIBIT	B	
DATE		IDE
DATE	7/13/06	EVI
BY		Deputy Clerk

AO 386-A

Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into this 30 day of August, 2001 by and between Gero Meyersiek ("GM"), residing at 940 Sunrise Lane, #1714, Warwick, RI 02886, and Textron Inc. ("Textron"), a Delaware Corporation with its principal executive offices at 40 Westminster Street, Providence, R. I. 02903.

Witnesseth:

WHEREAS, GM was employed by Textron as Vice President Strategy Development and International until June 7, 2001; and

WHEREAS, Textron and GM wish to settle all matters currently or potentially in controversy between them; and

WHEREAS, Textron has received a demand letter from an employee named Mary Sequin ("MS") seeking settlement of a claim that allegedly relates directly to GM's conduct while he was an employee of Textron.

NOW, THEREFORE, the parties agree as follows:

1. Textron has been authorized by the Organization and Compensation Committee of its Board of Directors to treat GM's termination by Textron, solely for purposes of Textron's 1994 and 1999 Long-Term Incentive Plans, as a termination not for cause, in order to allow GM to exercise certain vested qualified and non-qualified Textron stock options (the "Options") that he holds, provided GM accepts and executes this Agreement. A schedule of the Options is attached as Exhibit A. In order to be effective, any such Option exercise must occur on or before September 6, 2001. In addition, as is described in greater detail in paragraph 12 below, notice of GM's intention to exercise such Options may not be given until at least seven days after GM's acceptance of this Agreement.
2. Concurrent with any Option exercise by GM, GM agrees to immediately sell, at the then prevailing price, all Textron stock purchased by GM through his exercise of the Options, and further agrees that all of the Net Proceeds, as defined below, of such Option exercise shall be deposited into escrow upon the terms and conditions set forth in paragraph 3 below. Net Proceeds shall mean the gross receipts of any sale of shares of Textron common stock derived from the exercise of the Options, net of: (i) amounts currently due Solomon Smith Barney from GM, relating to a prior exercise by GM of Textron stock options, in the approximate amount of \$40,000.00, (ii) reasonable and customary brokerage and interest fees incurred by GM as a direct result of the sale of Textron common stock pursuant to this Paragraph 2 and (iii) state and Federal income taxes to be withheld by Textron in an amount to be determined by GM's tax accountant to cover GM's anticipated 2001 tax liability. GM

acknowledges and agrees that he is and shall be solely responsible for any and all income taxes incurred by him by reason of the exercise of the Options and the sale of Textron common stock in accordance with the terms of this Agreement.

3. In the event of the exercise by GM of the Options, GM and Textron agree to establish an interest bearing escrow account (the "Escrow Account") for the deposit of the Net Proceeds at Citizens Bank, Providence, RI. GM agrees that the Escrow Account shall be used to indemnify Textron from and against: a) any amount to be paid by Textron in settlement of any claim or suit by MS or as a result of a final, adverse judgment against Textron that is not appealable or as to which the time for appeal has expired (a "Final Judgment") in any claim or suit by MS arising out of or concerning, in whole or in part, GM's conduct while GM was an employee of Textron (an "MS Claim") and b) the amount, if any, of Reimbursable Expenses, as defined herein. For the purposes of this Agreement, "Reimbursable Expenses" shall mean all of Textron's costs and expenses, including but not limited to legal fees, expert fees, filing fees, copying costs or other costs of a) settling or defending an MS Claim and b) responding to legal process issued in Sequin v. Sequin and/or Meyersiek v. Sequin (both suits now pending before Family Court in Kent County, Rhode Island), to the extent and only to the extent such costs and expenses, in the aggregate, exceed \$100,000. The Escrow Account shall provide that Citizens Bank will not release any funds except upon the written instructions of Textron.
4. In the event Textron settles an MS Claim or that a Final Judgment is entered against Textron in an MS Claim, GM irrevocably consents to the disbursement from the Escrow Account of all amounts needed to pay such settlement or Final Judgment (including interest and costs) against Textron arising out of such MS Claim up to and including the full amount of the Escrow Account, including accrued interest. In the event that a settlement or Final Judgment against Textron in an MS Claim exceeds the amount in the Escrow Account, GM agrees to execute a promissory note in favor of Textron, in a form satisfactory to Textron, at an interest rate of six percent (6%) per annum, equal to: a) the amount by which the settlement or Final Judgment against Textron exceeds the amount of funds in the Escrow Account, plus the full amount of Reimbursable Expenses then due Textron.
5. In the event a settlement is reached or a Final Judgment is entered against Textron on an MS Claim, and the funds in the Escrow Account exceed the amount payable under such settlement or Final Judgment, together with any Reimbursable Expenses then owing to Textron, GM shall be entitled to the disbursement to him of any surplus amount in the Escrow Account.

6. GM acknowledges that he will be responsible for his own defense costs in any MS Claim. GM agrees to cooperate with Textron in the defense of any MS Claim, as set forth in Paragraph 8 below. In addition, the signing of this Agreement constitutes an irrevocable agreement by GM that Textron may unilaterally settle any MS Claim on such terms as it deems appropriate in its sole and unfettered discretion, and that GM will permit Textron, and will instruct his counsel to permit Textron, to control the defense of any MS Claim.
7. In consideration for permitting GM to exercise the Options pursuant to the terms of this Agreement, and the claim waivers set forth in Paragraph 9 below, GM agrees not to file against Textron or any of its affiliates, or against its or their successors, assigns, directors, officers, or employees, and GM releases the same from, any and all claims and lawsuits arising from GM's employment or termination by Textron, including, without limitation, any claim or lawsuit alleging: (i) breach of contract, (ii) wrongful termination, (iii) any unlawful or tortious acts, or (iv) discrimination, including age discrimination under the Age Discrimination in Employment Act of 1967 or local equivalent or under the Americans With Disabilities Act of 1990, as amended. Notwithstanding GM's release to Textron, such release will not prohibit GM from making a claim against Textron's insurer for health and/or disability benefits, nor will such exclusion from the GM release be considered as an admission by Textron that GM has a valid claim for such benefits.
8. GM acknowledges that his actions allegedly form the basis of any MS Claim, and GM therefore agrees as a condition of this Agreement to cooperate fully with Textron in the defense of any MS Claim against Textron, including as follows:
 - a.) GM, having previously advised Textron that his relationship with MS was a fully consensual one, hereby represents to Textron that this representation is true and that Textron may rely on GM's willingness to testify to that fact as it seeks to resolve any MS Claim.
 - b.) GM agrees to furnish Textron or its outside counsel with copies of transcripts of any and all depositions taken or court testimony given in Sequin v. Sequin or Meyersiek v. Sequin, described above, to the extent GM is entitled to obtain copies of such transcripts.
 - c.) GM agrees to meet with Textron's counsel (outside and/or inside) at such reasonable times and places as they may suggest to assist Textron in its defense of an MS Claim by providing truthful answers to questions Textron may have relating to an MS Claim or the actions of GM. In addition, GM agrees to sign any affidavits or

declarations that accurately reflect the facts relevant to the defense of the MS Claim for use by Textron in its defense.

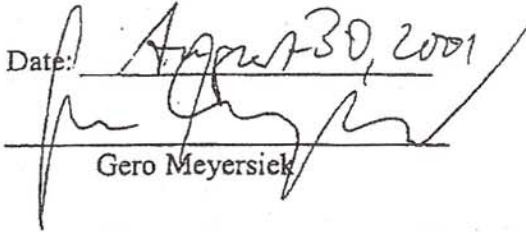
- d.) GM agrees to provide Textron with any written documentation in his possession (including any electronic files) that may include evidence supporting the consensual nature of the relationship between GM and MS. Without limitation, such documentation shall include the following:
- (i) bills or receipts evidencing gifts given MS by GM including an engagement ring from Tiffany's;
 - (ii) cards, notes or other personal communications sent by MS to GM, including an e-mail from MS attaching a picture of a wedding dress with a note from MS to the effect "How about this one?";
 - (iii) a list of all gifts given GM by MS with any identifying information that might permit proof of purchases by her when matched with her credit card purchases;
 - (iv) copies of all of GM's telephone bills, including cell phone bills, from May of 1998 to the present. If GM does not have copies of such bills, he agrees to ask Verizon and/or any other company that provided telephone services to GM during such period to furnish him copies of such bills;
 - (v) copies of checks or money orders written to MS or any of her lawyers, together with any correspondence regarding either of the RI Family Court cases identified above;
 - (vi) copies of any notes GM has made of any type of interactions with MS; and
 - (vii) a list of all individuals GM believes could offer corroborating testimony to establish the consensual nature of the relationship between GM and MS.
- e.) GM agrees to provide any requested assistance in accessing any material on the laptops or office computers (including the hard drives) that GM used as an employee of Textron.

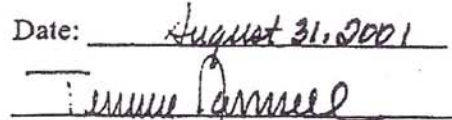
9. As further consideration for GM's execution of this Agreement, Textron agrees to release GM from any and all claims it may have against him in connection with his employment at Textron other than any claims Textron may have to recover from GM any costs and expenses incurred in the defense, settlement or other resolution of any third party claims asserted against Textron in the future arising out of or related to GM's conduct

while an employee of Textron. Textron further agrees to waive any claim it may have for expense account fraud or abuse by GM whether in approving questionable or fraudulent expenditures incurred by MS or in improperly seeking reimbursement from Textron including approximately \$14,000 submitted with the patently erroneous description "estate planning" for what were in fact brokerage maintenance fees. Textron further waives the right to seek reimbursement of the first \$100,000 of its costs and expenses, as described in detail in the definition of Reimbursable Expenses in Paragraph 3 above. Finally, if and only if Textron receives, contemporaneous with or before the execution of this Agreement, a full release from MS in a form satisfactory to Textron as well as a letter of resignation from her, effective August 30, 2001, Textron will pay to GM the sum of \$35,000, less all applicable taxes and withholdings, within seven days of the execution of this Agreement.

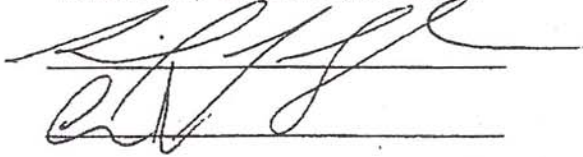
10. GM represents and warrants that he has not, other than with MS, had any intimate relationship or relationship that may be characterized as harassment with any other current Textron employee. In the event that any current or former employee makes a claim against Textron of sexual discrimination or harassment or other employment misconduct premised on GM's actions, such claim shall automatically render null and void all waivers granted by Textron in this Agreement, but shall not relieve GM of any of his obligations under the Agreement.
11. This Agreement constitutes the whole agreement of the parties and each acknowledges that there are no promises or commitments that have been made to the other outside of those contained in this Agreement. This Agreement may not be modified except in a writing signed by both parties. GM acknowledges that he has been advised to seek the advice of legal counsel prior to accepting this Agreement. GM further acknowledges that counsel has, in fact, represented both GM and Textron with respect to this Agreement.
12. GM hereby acknowledges that he is aware that he may withdraw his acceptance of this Agreement within seven calendar days after its execution, by providing written notification of such withdrawal to Textron's Executive Vice President and General Counsel, Terrence O'Donnell, at the address set forth above for Textron. GM further acknowledges that Textron therefore will not permit the Options to be exercised by GM until the seven-day revocation period has expired. Because the Options will expire on September 6, 2001, GM understands that he must accept this Agreement on or before August 30, 2001 in order for the Options to be exercisable hereunder.

13. GM agrees that this Agreement shall be governed by the laws of the State of Rhode Island.

Date: August 30, 2001

Gero Meyersiek

Date: August 31, 2001

Terrence O'Donnell
Executive Vice President &
General Counsel
Textron Inc.

Witnessed as to Mr. Meyersiek by:



Witnessed as to Textron Inc. by:

