

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: March 14, 2006

Honeywell International Inc.

(Exact name of registrant as specified in its charter)

Delaware

1-8974

22-2640650

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification Number)

101 Columbia Road, P.O. Box 4000, Morristown, New Jersey

07962-2497

(Address of Principal Executive Offices)

(Zip Code)

(973) 455-2000

Registrant's telephone number, including area code

None

(Former name or former address, if changed since last report)

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:

- 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))
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Item 8.01 Other Events

Honeywell International Inc. (the "Company") has offered \$300 million principal amount of its Floating Rate Notes due 2009, \$400 million principal amount of its 5.40% Notes due 2016 and \$550 million principal amount of its 5.70% Notes due 2036 (collectively, the "Notes") expected to be issued pursuant to an Indenture dated as of October 1, 1985 (the "Indenture") as supplemented by the First Supplemental Indenture dated February 1, 1991, the Second Supplemental Indenture dated as of November 1, 1997 and the Third Supplemental Indenture dated as of March 14, 2006 (the "Third Supplemental Indenture"), between Honeywell International Inc. (formerly known as AlliedSignal Inc.) and JP Morgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), as trustee. Pursuant to Sections 302 and 304(a) of the Indenture, an officer's certificate of the Company was executed to establish and designate the Notes which have the terms and characteristics set forth therein (the "Officer's Certificate").

The Notes were offered pursuant to a prospectus and a prospectus supplement each dated March 9, 2006 and are expected to be sold pursuant to an underwriting agreement (the "Underwriting Agreement") among the Company, Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and UBS Securities LLC for themselves and as representatives of the several underwriters.

The Underwriting Agreement, which is filed as Exhibit 1.1 to this Report, the Third Supplemental Indenture, which is filed as Exhibit 4.1 to this Report and the Officer's Certificate, which is filed as Exhibit 4.2 to this Report, are all incorporated by reference herein in response to this Item.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits. The following is a complete list of exhibits filed as part of this Report. Exhibit numbers correspond to the numbers in the exhibit table of Item 601 of Regulation S-K.

Exhibit No.	Description
1.1	Underwriting Agreement dated as of March 9, 2006 among the Company, Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and UBS Securities LLC
4.1	Third Supplemental Indenture between the Company and The Chase Manhattan Bank, as trustee
4.2	Officer's Certificate establishing and designating the Notes pursuant to the Indenture

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.

HONEYWELL INTERNATIONAL INC.

By: /s/ Thomas F. Larkins

Name: Thomas F. Larkins
Title: Vice President, Corporate Secretary
and Deputy General Counsel

Date: March 14, 2006

HONEYWELL INTERNATIONAL INC.

Underwriting Agreement

March 9, 2006

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017

UBS Securities LLC
677 Washington Blvd
Stamford, CT 06901

As Representatives of the
several Underwriters listed
in Schedule 1 hereto

Ladies and Gentlemen:

Honeywell International Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), \$300 million principal amount of its Floating Rate Notes due 2009 (the "2009 Notes"), \$400 million principal amount of its 5.40% Notes due 2016 (the "2016 Notes") and \$550 million principal amount of its 5.70% Notes due 2036 (the "2036 Notes") having the terms as set forth in Schedule 2 hereto (collectively, the "Securities"). The Securities will be issued pursuant to an Indenture dated as of October 1, 1985 (the "Base Indenture") as supplemented by the First Supplemental Indenture dated February 1, 1991 (the "First Supplemental Indenture"), the Second Supplemental Indenture dated as of November 1, 1997 (the "Second Supplemental Indenture") and the Third Supplemental Indenture to be dated March 14, 2006 (the "Third Supplemental Indenture", together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture") between the Company and The Chase Manhattan Bank, as trustee (the "Trustee").

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), two registration statements on Form S-3 (File Nos.

333-86874 and 333-45466), including a prospectus (the "Base Prospectus"), relating to the debt securities to be issued from time to time by the Company. The Company has also filed, or proposes to file, with the Commission pursuant to Rule 424 under the Securities Act a prospectus supplement specifically relating to the Securities (the "Prospectus Supplement"). The registration statement, as amended at the time it becomes effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Prospectus" means the Base Prospectus as supplemented by the Prospectus Supplement specifically relating to the Securities in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities and the term "Preliminary Prospectus" means the preliminary Prospectus Supplement specifically relating to the Securities together with the Base Prospectus. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus. References herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein. The terms "supplement," "amendment" and "amend" as used herein as used herein with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed by the Company under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (the "Exchange Act") subsequent to the date of this Agreement which are deemed to be incorporated by reference therein. For purposes of this Agreement, the term "Effective Time" means the effective date of the Registration Statement with respect to the offering of Securities, as determined for the Company pursuant to Section 11 of the Securities Act and Rule 430B, as applicable.

At or prior to the time when sales of the Securities will be first made (the "Time of Sale"), the Company will have prepared certain information (collectively, the "Time of Sale Information") which information will be identified in Schedule 3 hereto.

2. Purchase of the Securities by the Underwriters. (a) The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to (i) 99.75% of the principal amount thereof for the 2009 Notes, (ii) 99.321% of the principal amount thereof for the 2016 Notes and (iii) 98.754% of the principal amount thereof for the 2036 Notes, plus, in each case accrued interest, if any, from March 14, 2006 to the Closing Date (as defined below). The Company will not

be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) Payment for and delivery of the Securities shall be made at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017 at 10:00 A.M., New York City time, on March 14, 2006, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(c) Payment for the Securities shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives against delivery to the nominee of The Depository Trust Company, for the account of the Underwriters, of three or more global notes representing the Securities (collectively, the "Global Notes"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Company. The Global Notes will be made available for inspection by the Representatives not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

(d) The Company acknowledges and agrees that the Underwriters named in this Agreement are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to any offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, no such Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and such Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by such Underwriters named herein of the Company, the transactions contemplated thereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

3. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter as of the date hereof and as of the Closing Date that:

(a) *Registration Statement and Prospectus.* The Registration Statement has become effective under the Securities Act, no order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or threatened by the Commission; as of the Effective Time, the Registration Statement complied in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not or will not contain any untrue statement of a material fact or omit to state a material fact

required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions in the Registration Statement and the Prospectus and any amendment or supplement thereto made in reliance upon and in conformity with information relating to any Underwriter as described on Schedule 6 hereto, furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein.

(b) *Time of Sale Information.* The Time of Sale Information, at the Time of Sale and at the Closing Date did not and will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Time of Sale Information. No statement of material fact included in the Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus has been omitted therefrom.

(c) *Issuer Free Writing Prospectus.* Other than the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Schedule 3 hereto and other written communications approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, will be filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, or filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no

representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(d) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement, the Securities and the Indenture (collectively, the "Transaction Documents") and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(e) *No Conflicts.* The execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and sale of the Securities and compliance by the Company with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its significant subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its significant subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach or violation that would not, individually or in the aggregate, have a material adverse effect on the business, properties, management, financial position, results of operations or prospects of the Company and its significant subsidiaries taken as a whole or on the performance by the Company of its obligations under the Securities (a "Material Adverse Effect").

(f) *Legal Proceedings.* Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its significant subsidiaries is or may be a party or to which any property of the Company or any of its subsidiaries is or may be the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, could reasonably be expected to have a Material Adverse Effect; to the best knowledge of the Company, no such investigations, actions, suits or proceedings are threatened or, contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Securities Act to be described in the Registration Statement that are not so described in the Registration Statement, the Time of Sale Information and the Prospectus and (ii) there are no contracts or other

documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Time of Sale Information and the Prospectus.

(g) *Financial Statements.* The financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby, and the supporting schedules included or incorporated by reference in the Registration Statement present fairly in all material respects, the information required to be stated therein; and the other financial information included or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly the information shown thereby.

(h) *Accounting Controls.* The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus, there are no material weaknesses in the Company's internal controls.

(i) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Filings with the Commission.* The Company has filed the Preliminary Prospectus, in a form approved by the Underwriters with the Commission pursuant to Rule 424 under the Securities Act prior to the Time of Sale. The Company will file the Prospectus in a form approved by the Underwriters with the Commission pursuant to Rule 424 under the Securities Act not later than the close of business on the second business day following the date of determination of the public offering price of the Securities or, if applicable, such earlier time as may be required by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act. The Company will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request.

(b) *Amendments or Supplements; Issuer Free Writing Prospectuses.* Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement to the Prospectus or any Issuer Free Writing Prospectus unless the Company has furnished the Representatives a copy for their review prior to filing and will not file any such proposed amendment or supplement or Issuer Free Writing Prospectus to which the Representatives reasonably object.

(c) *Notice to Representatives.* The Company promptly will advise the Representatives

(i) if applicable, when any amendment to the Registration Statement relating to the Securities shall have become effective;

(ii) when any supplement to the Free Writing Prospectus has been filed;

(iii) of any request by the Commission for any amendment of the Registration Statement or amendment of or supplement to the Prospectus or for any additional information;

(iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose;

(v) of the receipt by the Company of any notification with respect to the suspension or the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will

use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof; and

(vi) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(d) *Ongoing Compliance.* If, at any time during the Prospectus Delivery Period, any event occurs as a result of which the Prospectus, as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, or if it shall be necessary to amend or supplement the Prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder, the Company promptly will

- (i) advise the Representatives and confirm such advice in writing;
- (ii) prepare and file with the Commission, subject to the first sentence of paragraph (b) of this Section 4, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance; and
- (iii) supply any supplemented Prospectus to the Underwriters in such quantities as they may reasonably request.

If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (b) of section 4 above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Time of Sale Information as may be necessary so that the statements in the Time of Sale

Information as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the Time of Sale Information will comply with law.

(e) *Earnings Statement.* The Company will make generally available to its securities holders and to the Representatives as soon as practicable, but not later than 45 days after the end of the 12-month period beginning at the end of the current fiscal quarter of the Company, an earnings statement (which need not be audited) of the Company and its subsidiaries, covering such 12-month period, which will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act.

(f) *Delivery of Copies.* The Company will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto) and each amendment thereto which shall become effective on or prior to the Closing Date and, during the Prospectus Delivery Period, as many copies of any Preliminary Prospectus, the Prospectus and each Issuer Free Writing Prospectus (if applicable), and any amendments thereof and supplements thereto as the Representatives may reasonably request. The Company will pay the expenses of printing all documents relating to the offering.

(g) *Blue Sky Compliance.* The Company will arrange for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will arrange for the determination of the legality of the Securities for purchase by institutional investors.

(h) *Clear Market.* Until the business day following the Closing Date, the Company will not, without the consent of the Representatives, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any debt securities or warrants covered by the Registration Statement or any other registration statement filed under the Securities Act.

(i) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act other than an Underwriter Free Writing Prospectus (as defined below).

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that

(a) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in

the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Schedule 3 hereto or prepared pursuant to Section 3(c) or Section 4(b) above, or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus").

(b) It has not and will not distribute any Underwriter Free Writing Prospectus referred to in clause (a)(i) in a manner reasonably designed to lead to its broad unrestricted dissemination.

(c) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission; *provided* that Underwriters may use a term sheet substantially in the form of Schedule 4 hereto without the consent of the Company; *provided further* that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(d) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* If a post-effective amendment to the Registration Statement is required to be filed under the Securities Act, such post-effective amendment shall have become effective, and the Representatives shall have received notice thereof, not later than 5:00 P.M., New York City time, on the date of this Agreement; if applicable, the Rule 462(b) Registration Statement shall have become effective by 10:00 a.m. New York City time on the business day following the date of this Agreement; no order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Opinion of Counsel.* The Company shall have furnished to the Representatives the opinion of its General Counsel, or of Gail E. Lehman, Esq.,

Assistant General Counsel Securities and Finance of the Company, or such other counsel to the Company reasonably acceptable to the Representatives, dated the Closing Date, to the effect that:

(i) each of the Company and each significant subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to own its properties and conduct its business as described in the Registration Statement, the Prospectus and the Time of Sale Information, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases material properties or conducts material business where failure to do so would have a Material Adverse Effect;

(ii) all the outstanding shares of capital stock of each significant subsidiary have been duly and validly authorized and issued and are fully paid and non-assessable, and, except as otherwise set forth in the Registration Statement, the Prospectus and the Time of Sale Information, all outstanding shares of capital stock of the significant subsidiaries (except for directors' qualifying shares) are owned by the Company either directly or through wholly-owned subsidiaries free and clear of any perfected security interest and, to the knowledge of such counsel, after due inquiry, any other security interests, claims, liens or encumbrances;

(iii) the Company's authorized equity capitalization is as set forth in the Registration Statement, the Prospectus and the Time of Sale Information; the Securities conform to the description thereof contained in the Registration Statement, the Prospectus and the Time of Sale Information;

(iv) the Indenture has been duly authorized, executed and delivered; the Indenture has been duly qualified under the Trust Indenture Act; the Indenture constitutes a valid and legally binding instrument enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and general principles of equity from time to time in effect; and the Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute valid and legally binding obligations of the Company entitled to the benefits of the Indenture;

(v) to the best knowledge of such counsel, there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement

which is not adequately disclosed in the Registration Statement, the Prospectus and the Time of Sale Information, and there is no franchise, contract or other document of a character required to be described in the Registration Statement, or to be filed as an exhibit, which is not described or filed as required with the Registration Statement, the Prospectus and the Time of Sale Information; and the statements included or incorporated in the Prospectus describing any legal proceedings or material contracts or agreements relating to the Company and its subsidiaries fairly summarize in all material respects, the matters therein described;

(vi) this agreement has been duly authorized, executed and delivered by the Company;

(vii) no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated herein, except such as have been obtained under the Securities Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of Securities by the Underwriters and such other approvals (specified in such opinion) as have been obtained;

(viii) neither the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation of, or constitute a default under the certificate of incorporation or by-laws of the Company or the terms of any indenture or other agreement or instrument known to such counsel to which the Company or any of its significant subsidiaries is a party or bound, or any order, rule or regulation known to me of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or any of its significant subsidiaries; and

(ix) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdictions other than the States of Delaware and New York or the United States, to the extent deemed proper and specified in such opinion, upon the opinion of other counsel of good standing believed to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and public officials.

(c) *Opinion of Outside Counsel for the Company.* Kutak Rock LLP, counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion, dated the Closing Date and addressed to the Underwriters, to the effect that:

(i) the Registration Statement, the Preliminary Prospectus, each Issuer Free Writing Prospectus included in the Time of Sale Information and the Prospectus and any amendments or supplements thereto (other than the financial statements and related schedules therein and other financial and statistical data contained therein and that part of the Registration Statement that constitutes the Statement or Eligibility of the Trustee on Form T-1 under the Trust Indenture Act as to which such counsel need express no opinion) appeared on their face to be appropriately responsive in all material respects with the requirements of the Securities Act; the documents incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, when filed with the Commission, appeared on their face to be appropriately responsive in all material respects with the requirements of the Exchange Act; and the Indenture appeared on their face to be appropriately responsive in all material respects with the requirements of the Trust Indenture Act.

(ii) the Registration Statement and any amendments thereto have become effective under the Securities Act; the Prospectus has been filed in the manner and within the time period required by Rule 424; the Issuer Free Writing Prospectus has been filed in the manner and within the time period required by Rule 433; to the best knowledge of such counsel, no stop order suspending in whole or in part the effectiveness of the Registration Statement, as amended, has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement, the Prospectus and each amendment thereof or supplement thereto as of their respective effective or issue dates (other than the financial statements and other financial and statistical information contained therein and that part of the Registration Statement that constitutes the Statement or Eligibility of the Trustee on Form T-1 under the Trust Indenture Act as to which such counsel need express no opinion) appeared on their face to be appropriately responsive in all material respects with the applicable requirements of the Securities Act and the Exchange Act, and the respective rules thereunder; and nothing has come to the attention of such counsel to cause such counsel to believe that the Registration Statement, at the Effective Time (including the information, if any, deemed pursuant to Rule 430A, 430B or 430C to be part of the Registration Statement at the Effective Time), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, that the Time of Sale Information, at the Time of Sale (which such counsel may assume to be the date of the Underwriting Agreement) contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that the Prospectus or any amendment or supplement thereto as of its date and the Closing Date contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances

under which they were made, not misleading (other than the financial statements and other financial and statistical information contained therein and that part of the Registration Statement that constitutes the Statement or Eligibility of the Trustee on Form T-1 under the Trust Indenture Act as to which such counsel need express no belief).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdictions other than the States of Delaware and New York or the United States, to the extent deemed proper and specified in such opinion, upon the opinion of other counsel of good standing believed to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and public officials.

(d) *Opinion of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date an opinion of Davis Polk & Wardwell, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(e) *Officer's Certificate.* The Company shall have furnished to the Representatives a certificate of the Company signed by the Chief Financial Officer, the Treasurer, any Assistant Treasurer or the Controller of the Company, dated the Closing Date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending in whole or in part the effectiveness of the Registration Statement, as amended, has been issued and no proceedings for that purpose have been instituted or, to their knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Prospectus, there has been no material adverse change in the condition (financial or other), earnings, business or properties of the Company and its significant subsidiaries, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus.

(f) *Comfort Letters.* On the date of this Agreement and on the Closing Date, PricewaterhouseCoopers LLP shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the

Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(g) *No Material Adverse Change*. Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, there shall not have been

(i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 6 or

(ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Company and its significant subsidiaries the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of the Securities as contemplated by the Registration Statement and the Prospectus.

(h) *No Downgrade*. Subsequent to the execution of this Agreement, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) *Additional Documents*. Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of

either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or State statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Base Prospectus, the Prospectus, or in any amendment thereof or supplement thereto, any Time of Sale Information or any Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein.

(b) *Indemnification of the Company.* Each Underwriter severally agrees to indemnify and hold harmless the Company, each of its directors, officers, employees and agents, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for use in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements as described in Schedule 6 hereto constitute the only information furnished by or on behalf of the several Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) *Notice and Procedures.* Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of such action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party will not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 7. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, that if the defendants in any such action include

both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election to so assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless

(i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel, approved by the Representatives in the case of paragraph (a) of this Section 7, representing the indemnified parties under such paragraph (a) who are parties to such action);

(ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action; or

(iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

(d) *Contribution.* In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) of this Section 7 is due in accordance with its terms but is for any reason held by a court to be unavailable on grounds of policy or otherwise, the Company and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Company and one or more of the Underwriters may be subject in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount bears to the sum of such discount and the purchase price of the Securities specified in Schedule I hereto and the Company is responsible for the balance; provided, however, that (y) in no case shall any Underwriter (except as may be provided in any agreement among Underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount applicable to the Securities purchased by such Underwriter hereunder and (z) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who

controls an Underwriter within the meaning of either the Securities Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to clause (z) of this paragraph (d). Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom contribution may be sought of the commencement thereof, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (d).

8. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives by notice given to the Company prior to delivery of and payment for the Securities if prior to such time

(i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange;

(ii) a banking moratorium shall have been declared either by Federal or New York State authorities; or

(iii) there shall have occurred any outbreak or material escalation of major hostilities in which the United States is involved, or a declaration of war by the Congress of the United States, or other substantial national or international calamity or crisis the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the offering or delivery of the Securities as contemplated by this Agreement, the Prospectus and the Time of Sale Information.

9. Defaulting Underwriter. (a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non defaulting

Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in this Agreement that, pursuant to this Section 9, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 9 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 10 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

10. Payment of Expenses. (a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Time of Sale Information and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution

thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with any filing with, and clearance of any offering by, the National Association of Securities Dealers, Inc.; and (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors.

(b) If (i) this Agreement is terminated pursuant to Section 8, (ii) the Company for any reason fails to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

11. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

12. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters.

13. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act; and (d) the term "significant subsidiary" has the meaning set forth in Rule 1-02 of Regulation S-X under the Exchange Act.

14. Miscellaneous. (a) *Authority of the Representatives*. Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

(b) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives at the address set forth in this Agreement. Notices to the Company shall be given to it at Honeywell International Inc., 101 Columbia Road, P.O. Box 4000, Morris Township, New Jersey 07962, (fax: 973-455-5189); Attention: Treasurer.

(c) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Amendments or Waivers*. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(e) *Headings*. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

HONEYWELL INTERNATIONAL INC.

By /s/ John J. Tus

Title: Vice President and Treasurer

Accepted: March 9, 2006

DEUTSCHE BANK SECURITIES INC.

J.P.MORGAN SECURITIES INC.

UBS SECURITIES LLC

For themselves and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

DEUTSCHE BANK SECURITIES INC.

By /s/ Scott Flieger

Authorized Signatory
Scott Flieger, Managing Director

By /s/ Ritu Kettor

Authorized Signatory
Ritu Kettor, Director

J.P.MORGAN SECURITIES INC.

By /s/ Maria Sramek

Authorized Signatory
Maria Sramek, Vice President

UBS SECURITIES LLC

By /s/ Christian Stewart

Authorized Signatory
Christian Stewart, Managing Director

By /s/ Jordan Matusow

Authorized Signatory
Jordan Matusow, Associate Director

Floating Rate Notes due 2009

<u>Underwriter</u>	<u>Principal Amount</u>
Deutsche Bank Securities Inc.	\$ 60,000,000
J.P. Morgan Securities Inc.	\$ 60,000,000
UBS Securities LLC	\$ 60,000,000
Bank of America Securities LLC	\$ 30,000,000
Barclays Capital Inc.	\$ 30,000,000
Citigroup Global Markets Inc.	\$ 30,000,000
ABN AMRO Bank N.B.	\$ 6,000,000
Bank of Tokyo-Mitsubishi, Ltd.	\$ 6,000,000
BNP Paribas Securities Corp.	\$ 6,000,000
RBS Greenwich Capital Markets, Inc.	\$ 6,000,000
Wachovia Securities, LLC	\$ 6,000,000
Total	\$ 300,000,000

5.40% Notes due 2016

<u>Underwriter</u>	<u>Principal Amount</u>
Deutsche Bank Securities Inc.	\$ 80,000,000
J.P. Morgan Securities Inc.	\$ 80,000,000
UBS Securities LLC	\$ 80,000,000
Bank of America Securities LLC	\$ 40,000,000
Barclays Capital Inc.	\$ 40,000,000
Citigroup Global Markets Inc.	\$ 40,000,000
ABN AMRO Bank N.B.	\$ 8,000,000
Bank of Tokyo-Mitsubishi, Ltd.	\$ 8,000,000
BNP Paribas Securities Corp.	\$ 8,000,000
RBS Greenwich Capital Markets, Inc.	\$ 8,000,000
Wachovia Securities, LLC	\$ 8,000,000
Total	\$ 400,000,000

5.70% Notes due 2036

<u>Underwriter</u>	<u>Principal Amount</u>
Deutsche Bank Securities Inc.	\$ 110,000,000
J.P. Morgan Securities Inc.	\$ 110,000,000
UBS Securities LLC	\$ 110,000,000
Bank of America Securities LLC	\$ 55,000,000
Barclays Capital Inc.	\$ 55,000,000

Citigroup Global Markets Inc.	\$	55,000,000
ABN AMRO Bank N.B.	\$	11,000,000
Bank of Tokyo-Mitsubishi, Ltd.	\$	11,000,000
BNP Paribas Securities Corp.	\$	11,000,000
RBS Greenwich Capital Markets, Inc.	\$	11,000,000
Wachovia Securities, LLC	\$	11,000,000
		<hr/>
	Total	\$ 550,000,000

Representatives and Addresses for Notices:

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Attention: Scott Flieger
Fax: 212 797-2202
Phone: 212 250-7080

J.P. Morgan Securities Inc.
270 Park Avenue
New York, NY 10017
Fax: 212 834-6081
Phone: 212 834-4533
Attention: Investment Grade Syndicate Desk - 8th Floor

UBS Securities LLC
677 Washington Blvd
Stamford, CT 06901
Fax: 203 719-0495
Phone: 203 719-1088
Attention: Fixed Income Syndicate

Certain Terms of the Securities:

Title of Securities: Floating Rate Senior Notes due 2009

Aggregate Principal Amount of Securities: \$300 million

Maturity Date: March 13, 2009

Coupon: Three-Month LIBOR + .06%

Interest Reset and Payment Dates: March 13, June 13, September 13 and December 13 of each year, commencing June 13, 2006

Record Dates: 15th calendar day preceding the interest payment date

Redemption Provisions: None

Other Provisions: None

Title of Securities: 5.40% Senior Notes due 2016

Aggregate Principal Amount of Securities: \$400 million

Maturity Date: March 15, 2016

Interest Rate: 5.40%

Interest Payment Dates: March 15 and September 15, commencing September 15, 2006

Record Dates: March 11 and September 11

Redemption Provisions: Make Whole Call at T+15
Optional Redemption; Optional Tax Redemption

Other Provisions: Further Issues

Title of Securities: 5.70% Senior Notes due 2036

Aggregate Principal Amount of Securities: \$550 million

Maturity Date: March 15, 2036

Interest Rate: 5.70%

Interest Payment Dates: March 15 and September 15, commencing September 15, 2006

Record Dates: March 11 and September 11

Redemption Provisions: Make Whole Call at T+15
Optional Redemption; Optional Tax Redemption

Other Provisions: Further Issues

Time of Sale Information

Preliminary Prospectus dated March 9, 2006

Issuer Free Writing Prospectus dated March 9, 2006

Honeywell International Inc.

Pricing Term Sheet
Fixed Rate Note

Issuer:	Honeywell International Inc.
Security Type:	SEC Registered
Principal Amount:	\$ _____
Coupon:	_____%
Stated Maturity Date:	March __, 20__
Issue Price:	_____% of face amount
Yield to Maturity:	_____%
US Treasury Benchmark:	_____
US Treasury Yield:	_____ %
Spread to US Treasury:	_____%
Trade Date:	March 9, 2006
Original Issue/Settlement Date:	March 14, 2006
Interest Payment Dates:	March __ and September __, commencing September __, 2006
Make Whole Call:	T+ _____
Bookrunners:	Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and UBS Securities LLC
Senior Co-Managers:	
Co-Managers:	

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Deutsche Bank Securities Inc. toll free at 1-800-503-4611, J.P. Morgan Securities Inc. collect at 1-212-834-4533 or UBS Securities LLC toll free at 1-800-722-9555 ext. 1088.

Pricing Term Sheet

Floating Rate Note

Issuer:	Honeywell International Inc.
Security Type:	SEC Registered
Principal Amount:	\$ _____
Coupon:	Three-Month LIBOR + ____%
Stated Maturity Date:	March __, 20__
Issue Price:	_____% of face amount
Trade Date:	March 9, 2006
Original Issue/Settlement Date:	March 14, 2006
Interest Reset and Payment Dates:	March __, June __, September __ and December __, commencing June __, 2006
Initial Interest Rate:	Three-Month LIBOR + ____%, to be determined on the _____ LIBOR Business Day prior to the Original Issue Date
Bookrunners:	Deutsche Bank Securities Inc., J.P. Morgan Securities Inc. and UBS Securities LLC
Senior Co-Managers:	
Co-Managers:	

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Deutsche Bank Securities Inc. toll free at 1-800-503-4611, J.P. Morgan Securities Inc. collect at 1-212-834-4533 or UBS Securities LLC toll free at 1-800-722-9555 ext. 1088.

Significant Subsidiaries of the Company

Honeywell Electronic Materials Inc.
Honeywell HomeMed L.L.C.
Honeywell Nylon L.L.C.
Honeywell Technology Solutions Inc.
Honeywell Intellectual Properties Inc.
Honeywell Specialty Materials, L.L.C.
Grimes Aerospace Company
Prestone Products Corporation

Information Provided by the Underwriters to the Company

- (a) the information in the last full paragraph of the cover page of the Prospectus Supplement regarding the delivery of the Securities;
 - (b) the information in the second paragraph of text under the caption "Underwriting" in the Prospectus Supplement concerning the offering price and selling terms;
 - (c) the third sentence in the sixth paragraph of text under the caption "Underwriting" in the Prospectus Supplement concerning market making; and
 - (d) the information in the seventh paragraph of text under the caption "Underwriting" in the Prospectus Supplement concerning stabilization and other transactions.
-

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of March 14, 2006, between **HONEYWELL INTERNATIONAL INC.**, a Delaware corporation (formerly AlliedSignal Inc.) (hereinafter called the “Corporation”), and **JPMORGAN CHASE BANK, N.A.** (formerly known as The Chase Manhattan Bank (National Association)), a banking association organized and existing under the laws of the State of New York (hereinafter called the “Trustee”).

WHEREAS, the Corporation and the Trustee entered into an Indenture, dated as of October 1, 1985 (hereinafter the “Original Indenture”), providing for the creation, execution, authentication and delivery of certain Debentures of the Corporation;

WHEREAS, the Corporation and the Trustee have entered into a First Supplemental Indenture, dated as of February 1, 1991 (hereinafter the “First Supplemental Indenture”) and a Second Supplemental Indenture, dated as of November 1, 1997 (hereinafter the “Second Supplemental Indenture, and together with the Original Indenture and the First Supplemental Indenture, the “Indenture”), each providing for the creation, execution, authentication and delivery of certain Debentures of the Corporation;

WHEREAS, the Corporation has requested the Trustee to join with it in the execution and delivery of this Third Supplemental Indenture in order to supplement and amend the Indenture, by clarifying certain provisions thereof and by adding certain provisions thereto to provide for a Make-Whole Amount (as hereinafter defined) for the Holders of certain Debentures as may be designated with respect to a series and to provide the Corporation with the right to reopen a series of Debentures for issuances of additional Debentures of such series and to authorize the appointment of a calculation agent with respect to the establishment of any floating rate securities;

WHEREAS, Sections 301 and 901 of the Indenture provide, among other things, that the Corporation, when authorized by the Board of Directors of the Corporation and the Trustee, may from time to time and at any time, without the consent of the Holders, enter into an indenture supplement to the Original Indenture for the purpose, inter alia, of setting forth the terms of the Debentures of an additional series and making additional provisions in regard to matters arising under the Indenture which shall not be inconsistent with the provisions of the Original Indenture and shall not adversely affect the interests of the Holders of any series of Debentures or the Holders of any Coupons;

WHEREAS, the Board of Directors of the Corporation has appointed its Pricing Committee to negotiate and fix the terms and conditions of the offering and to execute and deliver in the name and on behalf of the Corporation any agreements, instruments and other documents including indentures with such terms and conditions as shall be fixed by the Pricing Committee;

WHEREAS, the Pricing Committee has approved the amendments set forth in this Third Supplemental Indenture;

WHEREAS, the Corporation and the Trustee desire to enter into this Third Supplemental Indenture for the purposes set forth in Sections 301 and 901 of the Indenture as referred to above; and

WHEREAS, all acts and things necessary to cause this Third Supplemental Indenture to be a valid, binding and legal instrument of the Corporation have been done and performed by the Corporation, and the execution and delivery of this Third Supplemental Indenture have in all respects been duly authorized by the Corporation, and the Corporation, in the exercise of the legal right and power vested in it, has duly executed this Third Supplemental Indenture.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the covenants herein contained and the purchase and acceptance of the Debentures issued hereunder by the holders thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the Corporation covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Holders from time to time of the Debentures, as follows:

ARTICLE I

DEFINITIONS

Except as otherwise defined in or amended by this Third Supplemental Indenture, each capitalized term used herein shall have the respective meaning assigned thereto in the Indenture.

ARTICLE II

MODIFICATIONS OF THE INDENTURE

Section 2.01. Section 101 of the Indenture is further amended to add new definitions thereto, in the appropriate alphabetical sequence as follows:

“ ‘Calculation Agent’ means an entity as may be designated and appointed from time to time by the Corporation, including any successors thereto, to perform such duties as may be set forth with respect to a floating rate series established pursuant to Section 302 of the Indenture.”

“ ‘Make-Whole Amount,’ when used with respect to a Debenture and as may be specified with respect to a series, means the amount, if any, in addition to principal which is required by such Debenture, under the terms and conditions specified therein or as otherwise specified as contemplated by Section 301, to be paid by the Corporation to the Holder thereof in connection with any optional redemption or accelerated payment of such Debenture.”

Section 2.02. Section 301 of the Indenture is hereby amended by adding the following sentence to the end of Section 301:

The Corporation may, without the consent of the Holders of the Debentures, reopen a series of Debentures to issue additional Debentures of such series on separate dates, which shall

form a single series with, and shall have the same terms as, the other Debentures of such series, subject to the rules and procedures of the Depository.

Section 2.03. Section 302 of the Indenture is hereby deleted in its entirety and replaced with the following:

“SECTION 302. Provisions Any Series May Contain.

The several series of Debentures may differ as between series in respect of any or all of the following matters:

- (a) designation;
- (b) date;
- (c) date or dates of maturity, which may be serial;
- (d) interest rate (which may be fixed or variable);
- (e) interest payment dates and record dates;
- (f) the place or places for the payment of principal or premium, if any, and interest on the Debentures, and the currency in which payable;
- (g) denomination, which may be in Dollars, any Foreign Currency or ECU;
- (h) aggregate principal amount of Debentures which may be issued;
- (i) payment of principal or premium, if any, and interest, if any, with or without deduction for taxes, assessments or governmental charges, or reimbursement of taxes, assessments or governmental charges paid by the Holders;
- (j) the right of the Corporation to redeem all or any part of the Debentures before maturity;
- (k) sinking, purchase or analogous funds;
- (l) covenants and Events of Default and remedies with respect thereto;
- (m) issuance as Registered Debentures or Unregistered Debentures or both, and the rights of the Holders to exchange Unregistered Debentures for Registered Coupon Debentures or Fully Registered Debentures of the series or to exchange Registered Debentures of the series for Unregistered Debentures of the series and the circumstances under which any such exchanges, if permitted, may be made;
- (n) the portion of the principal amount which shall be payable upon declaration of acceleration of the Maturity or upon redemption or which the Trustee shall be entitled to claim pursuant to Section 502;

- (o) issuance in whole or in part in the form of a Global Debenture or Debentures; the terms and conditions, if any, upon which any such Global Debenture or Debentures may be exchanged in whole or in part for other individual Debentures; and the Depository for any such Global Debenture or Debentures;
- (p) terms and conditions, if any, upon which any Holder of a Debenture shall be entitled to receive a Make-Whole Amount in connection with an optional redemption or accelerated payment of such Debenture; and
- (q) any other provisions expressing or referring to the terms and conditions upon which the Debentures of the series are to be issued which are not in conflict with the provisions of this Indenture.

In authorizing the issue of any series of Debentures, the Pricing Committee shall determine and specify all applicable matters in respect of the Debentures of such series set forth in clauses (a) to (q), inclusive, of this Section 302, such terms to be included in an Officer's Certificate delivered pursuant to Section 304(a) or in a supplemental indenture; and shall also determine and specify the form of the Debentures of such series."

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.01. The Indenture, as further amended and modified by this Third Supplemental Indenture, hereby is in all respects ratified, confirmed and approved.

Section 3.02. This Third Supplemental Indenture shall be construed in connection with and as part of the Indenture.

Section 3.03. This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.04. The recitals contained herein shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Third Supplemental Indenture.

Section 3.05. This Third Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.06. The Trustee hereby accepts the trusts in this Third Supplemental Indenture declared and provided, upon the terms and conditions hereinabove set forth.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, HONEYWELL INTERNATIONAL INC. has caused this Third Supplemental Indenture to be duly signed and acknowledged by one of its officers thereunto duly authorized, and its corporate seal to be affixed hereunto, and the same to be attested by its Secretary and an Assistant Secretary; and JPMORGAN CHASE BANK, N.A. has caused this Third Supplemental Indenture to be duly signed and acknowledged by one of its officers thereunto duly authorized, and its corporate seal to be affixed hereunto, and the same to be attested by one of its officers thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

SEAL

By: /s/ John J. Tus

Name: John J. Tus
Title: Vice President and Treasurer

Attest:

By: /s/ Gail E. Lehman

Name: Gail E. Lehman
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A.

SEAL

By: /s/ L. O'Brien

Name: L. O'Brien
Title: Vice President

Attest:

By: /s/ Diane Darconta

Name: Diane Darconta
Title: Trust Officer

[Signature Page to Third Supplemental Indenture]

Honeywell International Inc.

\$300,000,000 Floating Rate Senior Notes Due 2009

\$400,000,000 5.40% Senior Notes Due 2016

\$550,000,000 5.70% Senior Notes Due 2036

OFFICER'S CERTIFICATE

(Under Section 302 and Section 304(a) of the Indenture, dated
as of October 1, 1985, as amended)

This certificate is dated March 13, 2006. I, John J. Tus, the Vice President and Treasurer of Honeywell International Inc. (the "Company"), in accordance with Sections 302 and 304(a) of the Indenture, dated as of October 1, 1985, by and between Honeywell International Inc. (formerly known as AlliedSignal Inc.), as issuer, and JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank (National Association)), as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of February 1, 1991, by and between the Company and the Trustee, as further supplemented by the Second Supplemental Indenture, dated as of November 1, 1997, by and between the Company and the Trustee, and as further supplemented by the Third Supplemental Indenture, dated as of March 14, 2006, by and between the Company and the Trustee (collectively, the "Indenture"), do hereby establish a series of Debentures (as defined in the Indenture) having the terms and characteristics set forth in this Officer's Certificate. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Indenture.

1. The Board of Directors of the Company has authorized the Pricing Committee of the Board of Directors of the Company to create and authorize one or more series of Debentures issued under the Indenture. The Pricing Committee has determined the terms of an additional series of Debentures that shall be issued under the Indenture and such terms are included in this Officer's Certificate, which is being delivered to the Trustee to establish the terms of such series of Debentures as required by Section 304(a) of the Indenture.

2. The terms and characteristics of the Debentures established hereby are set forth as follows, with the lettered clauses below corresponding to such clauses in Section 302 of the Indenture:

(a) Designation. The designation of the Debentures shall be the "Floating Rate Senior Notes due 2009" (the "2009 Notes"), the "5.40% Senior Notes due 2016" (the "2016 Notes") and the "5.70% Senior Notes due 2036" (the "2036 Notes" and, together with the 2009 Notes and the 2016 Notes, the "Notes").

(b) Date of the Notes. The Notes shall be dated and issued as of March 14, 2006.

(c) Date of Maturity. The 2009 Notes mature on March 13, 2009 (the "2009 Notes Maturity Date"), the 2016 Notes mature on March 15, 2016, and the 2036 Notes mature on March 15, 2036.

(d) Interest Rates of the Notes.

(i) 2009 Notes. The 2009 Notes will bear interest quarterly at a rate determined by the calculation agent. JPMorgan Chase Bank, N.A. is hereby designated the calculation agent until such time as a successor calculation agent is appointed. The interest rate on the 2009 Notes will be payable at a per annum rate equal to three-month USD LIBOR as determined on the Interest Determination Date (as hereinafter defined) plus 0.06%. The Interest Determination Date for an interest period will be the second London business day preceding that interest period. Promptly upon determination, the calculation agent shall inform the Trustee and the Company of the interest rate for the next interest period. A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. Absent manifest error, the determination of the interest rate by the calculation agent shall be binding and conclusive on the holders of the 2009 Notes, the Trustee and the Company. On any Interest Determination Date, LIBOR will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least \$1,000,000, as such rate appears on "Telerate Page 3750" at approximately 11:00 a.m., London time, on such Interest Determination Date. If on an Interest Determination Date, such rate does not appear on the "Telerate Page 3750" as of 11:00 a.m., London time, or if the "Telerate Page 3750" is not available on such date, the calculation agent shall obtain such rate from Bloomberg L.P.'s page "BBAM." If no offered rate appears on "Telerate Page 3750" or Bloomberg L.P. page "BBAM" on an Interest Determination Date at approximately 11:00 a.m., London time, then the calculation agent (after consultation with the Company) shall select four major banks in the London interbank market and shall request each of their principal London offices to provide a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least \$1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the calculation agent shall select three major banks (which may include JPMorgan Chase Bank, N.A.) in New York City and shall request each of them to provide a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the Interest Determination Date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable interest period in an amount of at least \$1,000,000 that is representative of single transactions at that time. If three quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of LIBOR for the next interest period shall be set equal to the rate of LIBOR for the then current interest period. Upon request from any holder of 2009 Notes, the calculation agent shall provide the interest rate in effect for the 2009 Notes for the current interest period and, if it has been determined, the interest rate to be in effect for the next interest period. Interest on the 2009 Notes shall be computed on the basis of the actual number of days in an interest period and a 360-day year.

(ii) 2016 Notes. The 2016 Notes will bear interest from March 14, 2006 at a fixed rate of 5.40% per annum, payable semiannually. Interest on the 2016 Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

(iii) 2036 Notes. The 2036 Notes will bear interest from March 14, 2006 at a fixed rate of 5.70% per annum, payable semiannually. Interest on the 2036 Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

(e) Interest Payment Dates.

(i) 2009 Notes. The Company shall make interest payments on the 2009 Notes quarterly in arrears on March 13, June 13, September 13 and December 13 of each year, beginning on June 13, 2006, to the persons in whose name the 2009 Notes are registered at the close of business on the 15th day preceding March 1, June 1, September 1 or December 1, as applicable. Interest on the 2009 Notes shall accrue from March 14, 2006, or from the most recent interest payment date to which interest has been paid or provided for; provided, that if an interest payment date for the 2009 Notes falls on a day that is not a business day, the interest payment date shall be postponed to the next succeeding business day unless (other than in the case of the 2009 Notes Maturity Date) such next succeeding business day would be in the following month, in which case, the interest payment date shall be the immediately preceding business day. Interest on the 2009 Notes will be paid to but excluding the relevant interest payment date.

(ii) 2016 Notes. The Company will make interest payments on the 2016 Notes semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2006, to the persons in whose name the 2016 Notes are registered at the close of business on the immediately preceding March 1 or September 1, as applicable. If an interest payment date for the 2016 Notes falls on a day that is not a business day, the interest payment shall be postponed to the next succeeding business day, and no interest on such payment shall accrue for the period from and after such interest payment date.

(iii) 2036 Notes. The Company will make interest payments on the 2036 Notes semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2006, to the persons in whose name the 2036 Notes are registered at the close of business on the immediately preceding March 1 or September 1, as applicable. If an interest payment date for the 2036 Notes falls on a day that is not a business day, the interest payment shall be postponed to the next succeeding business day, and no interest on such payment shall accrue for the period from and after such interest payment date.

(f) Place for payment of Notes and Currency in which Notes are payable. Payment of the principal of, premium or Make-Whole Amount (as hereinafter defined), if

any, and interest on the Notes will be made (except as specified below) by wire transfer in same day funds to the Registered Holder at such Registered Holder's address appearing on the Debenture Register on the relevant regular record date. In the event the Notes are issued in fully certificated registered form, such payments will be made at the corporate trust office of the Trustee in New York City, or at the option of the Company, by mailing a check to such Registered Holder.

(g) Denomination of the Notes. The Notes will be issued in registered, book-entry form only without interest coupons in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

(h) Aggregate Principal Amount of Notes. The Notes will be issued in an aggregate initial principal amount of \$1,250,000,000, which includes a \$300,000,000 aggregate principal amount of 2009 Notes, a \$400,000,000 aggregate principal amount of 2016 Notes, and a \$550,000,000 aggregate principal amount of 2036 Notes; provided, however, that the Company may issue additional Notes at a later date which may be of the same series as the Notes described herein without notice to or the consent of the holders of the Notes.

(i) Taxes, assessments or governmental charges. The Company shall make payments of the principal of, premium or Make-Whole Amount, if any, and interest on the Notes with deduction for taxes, assessments or governmental charges. The Company shall not reimburse holders of the Notes for taxes, assessments or governmental charges on the Notes paid by the holders of the Notes.

(j) Redemption of the Notes.

(i) The 2009 Notes are not redeemable by the Company. The 2016 Notes and the 2036 Notes are each redeemable, as a whole or in part, at the Company's option, at any time or from time to time, upon mailed notice to the registered address of each holder of 2016 Notes or 2036 Notes at least 30 days but not more than 60 days prior to the date of redemption (the "Redemption Date"). The make-whole premium redemption price (the "Make-Whole Amount") will be equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on such Notes discounted to the date of redemption, on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the applicable Treasury Rate (as defined below) plus 15 basis points with respect to the 2016 Notes and 20 basis points with respect to the 2036 Notes. Accrued interest will be paid to but excluding the Redemption Date.

(ii) Definitions. As used herein, the following terms shall have the following meanings:

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the

third business day immediately preceding that Redemption Date) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by a Reference Treasury Dealer (as defined below) as having an actual or interpolated maturity comparable to the remaining term of the Notes called for redemption, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of Notes called for redemption.

“Comparable Treasury Price” means, with respect to any Redemption Date, the average, as determined by the Company, of the Reference Treasury Dealer Quotations (as defined below) for that Redemption Date.

“Reference Treasury Dealer” means each of J.P. Morgan Securities Inc., Deutsche Bank Securities Inc., UBS Securities LLC and one other primary U.S. Government securities dealer selected by the Company, and each of their respective successors. If any one shall cease to be a primary U.S. Government securities dealer, the Company will substitute another nationally recognized investment banking firm that is a primary U.S. Government securities dealer.

“Reference Treasury Dealer Quotations” means, on any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by each Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding that Redemption Date.

“Remaining Scheduled Payments” means the remaining scheduled payments of principal of and interest on the Notes called for redemption that would be due after the related Redemption Date but for that redemption. If that Redemption Date is not an interest payment date with respect to the Notes called for redemption, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued to such Redemption Date.

(iii) We will prepare and mail a notice of redemption to each holder of Notes to be redeemed by first-class mail at least 30 and not more than 60 days prior to the Redemption Date. On and after a Redemption Date, interest will cease to accrue on the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before a Redemption Date, the Company will deposit with a paying agent (or the Trustee) money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes are to be redeemed, the

Notes to be redeemed shall be selected by the Trustee pro rata or by lot or by a method the Trustee deems to be fair and appropriate.

- (k) Sinking Funds and Defeasance Provisions. The Notes will not be subject to a sinking fund. The Notes will be subject to the provisions on defeasance contained in Sections 403 and 1008 of the Indenture.
- (l) Covenants, Events of Default and Remedies. The covenants contained in Article Ten of the Indenture apply to the Notes. The provisions regarding Events of Default and remedies contained in Article Five of the Indenture apply to the Notes.
- (m) Exchange Provisions. The Notes shall not be exchangeable into any other security.
- (n) Portion of Principal Amount Payable upon Declaration of Acceleration of Maturity. The provisions on payment of Debentures on default in Article Five of the Indenture are applicable to the Notes, provided that with respect to an Event of Default for breach of certain covenants contained in the Indenture, the defeasance provisions in Sections 403 and 1008 of the Indenture may apply and prevent payment of the Notes from being accelerated.
- (o) Issuance of Global Debentures. The Notes are being issued in fully registered form and will be represented by one or more global notes deposited with The Depository Trust Company (“DTC”), or its nominee and registered in book-entry form in the name of Cede & Co., DTC’s nominee. Beneficial interests in the global notes will be shown on, and transfers will only be made through, the records maintained by DTC and its participants, including Clearstream, Luxembourg and the Euroclear System. So long as DTC or its nominee is the registered owner of the Notes, DTC or such nominee will be considered the sole owner and holder of the Notes for all purposes of the Notes and the Indenture. Owners of beneficial interests in the Notes will not be entitled to have the Notes registered in their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not be considered the owners or holders of the Notes under the Indenture, including for purposes of receiving any reports delivered by the Company or the Trustee pursuant to the Indenture. Accordingly, each person owning a beneficial interest in a Note must rely on the procedures of DTC or its nominee and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, in order to exercise any rights of a holder of Notes.
- (p) Make-Whole Amount for Optional Redemption of Notes. See provisions regarding the Make-Whole Amount and optional redemption of 2016 Notes and 2036 Notes contained in Section 2(j) hereof.
- (q) Additional Provisions of the Notes.
- (i) Further Issues. The Company may from time to time, without notice to or the consent of the registered holders of the Notes, create and issue further debt securities of any such series ranking equally with such Notes in all respects (or in all respects other than the payment of interest

accruing prior to the issue date of such further debt securities or except for the first payment of interest following the issue date of such further debt securities). Such further debt securities may be consolidated and form a single series with the Notes and have the same terms as to status, redemption or otherwise as the Notes.

3. The 2009 Notes shall be substantially in the form set forth as Exhibit A hereto, the 2016 Notes shall be substantially in the form set forth as Exhibit B hereto, and the 2036 Notes shall be substantially in the form set forth as Exhibit C hereto.

[Signature page follows]

IN WITNESS WHEREOF, I have executed this Officer's Certificate of Honeywell International Inc. as of the date set forth above.

/s/ John J. Tus

Name: John J. Tus

Title: Vice President and Treasurer

[Signature page to Officer's Certificate of Honeywell International Inc.]

EXHIBIT A
[FORM OF FLOATING RATE SENIOR NOTE DUE 2009]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS CERTIFICATE IS ONE OF THE GLOBAL DEBENTURES REFERRED TO IN THE INDENTURE DESCRIBED HEREIN AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. FOR PURPOSES OF THE OFFERING TO WHICH THIS CERTIFICATE IS RELATED, THE GLOBAL DEBENTURE AND THE DEBENTURES REPRESENTED BY SUCH GLOBAL DEBENTURE WILL BE REFERRED TO AS THE “GLOBAL NOTE” AND THE “NOTES,” RESPECTIVELY. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITORY OR A NOMINEE THEREOF, EXCEPT IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

HONEYWELL INTERNATIONAL INC.
Floating Rate Senior Note Due 2009

REGISTERED No. R-1
Registered CUSIP: 438516 AQ 9

US\$300,000,000

HONEYWELL INTERNATIONAL INC. (formally known as AlliedSignal Inc.), a Delaware corporation (the “Company,” which term includes any successor corporation under the Indenture described herein), for value received, hereby promises to pay to CEDE & CO. or its registered assigns, the principal sum of THREE HUNDRED MILLION U.S. DOLLARS (US\$300,000,000) on March 13, 2009, and to pay interest on said principal sum quarterly in arrears on March 13, June 13, September 13 and December 13 of each year, commencing June 13, 2006 (each such date on which the Company is required to pay interest being referred to herein as an “Interest Payment Date”), at the rate equal to three-month USD LIBOR plus 0.06% per annum, as determined on the second London business day preceding the interest period (the “Interest Determination Date”). A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. Interest accrues from March 14, 2006, or from the most recent date in respect of which interest has been paid or duly provided

for, until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, if an Interest Payment Date (other than an payment on the Maturity Date) falls on a date that is not a Business Day, the interest payable on such date will be payable on the next succeeding Business Day unless such Business Day would be in the following month, in which case, the Interest Payment Date shall be the immediately preceding Business Day and if the Stated Maturity of this Note falls on a date that is not a Business Day, the principal and interest payable on such date will be payable on the next succeeding Business Day, each with the same force and effect as if paid on such date. The amount of interest payable on any Interest Payment Date shall be computed on the basis of the actual number of days in an interest period and a 360-day year. 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 Note (or one or more predecessor Notes) is registered at the close of business on the 15th day preceding the Interest Payment Date (each being referred to herein as a "Regular Record Date"). As used herein, "Business Day" means any day, other than Saturday or Sunday, on which banks are not required or authorized by law to close in New York City.

On any Interest Determination Date, LIBOR will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least \$1,000,000, as such rate appears on "Telerate Page 3750" at approximately 11:00 a.m., London time, on such Interest Determination Date. If on an Interest Determination Date, such rate does not appear on the "Telerate Page 3750" as of 11:00 a.m., London time, or if the "Telerate Page 3750" is not available on such date, the calculation agent shall obtain such rate from Bloomberg L.P.'s page "BBAM."

If no offered rate appears on "Telerate Page 3750" or Bloomberg L.P. page "BBAM" on an Interest Determination Date at approximately 11:00 a.m., London time, then the calculation agent (after consultation with the Company) shall select four major banks in the London interbank market and shall request each of their principal London offices to provide a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least \$1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the calculation agent shall select three major banks (which may include JPMorgan Chase Bank, N.A.) in New York City and shall request each of them to provide a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the Interest Determination Date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable interest period in an amount of at least \$1,000,000 that is representative of single transactions at that time. If three quotations are provided, LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of LIBOR for the next interest period shall be set equal to the rate of LIBOR for the then current interest period.

Payments of interest, principal and premium, if any, on this Note will be made (except as specified below) by wire transfer in same day funds to the Registered Holder at such Holder's address appearing on the Note Register on the relevant Regular Record Date. In the event the Notes are issued in fully certificated registered form, such payments will be made at the corporate trust office of the Trustee in New York City, or at the option of the Company, by mailing a check to such Registered Holder.

Initially, JPMorgan Chase Bank, N.A. will be the Paying Agent and the Note Registrar for this Note. The Company reserves the rights at any time to remove any Paying Agent or Note Registrar without notice, to appoint additional or other Paying Agents and other Note Registrars without notice and to approve any change in the office through which any Paying Agent or Note Registrar acts; provided, however, that there will at all times be a Paying Agent in New York City.

This Note is one of the duly authorized series (the "Series") of debt securities of the Company (hereinafter called the "Securities"), issued and to be issued under an Indenture dated as of October 1, 1985, as supplemented and amended by the First Supplemental Indenture thereto dated as of February 1, 1991, the Second Supplemental Indenture dated as of November 1, 1997 and the Third Supplemental Indenture dated March 14, 2006, between the Company and JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank (National Association)), as Trustee (as so supplemented and amended, the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations and duties of the Company, the Trustee and the Paying Agent for this Note, and the terms upon which the Securities are, and are to be, authenticated and delivered. The Securities may be issued in one or more series, which different series may be issued in various principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of the series of Securities designated as Floating Rate Senior Notes due 2009 (herein called the "Notes"), initially limited in aggregate principal amount to \$300,000,000.

Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned thereto in the Indenture.

The Company may, without the consent of the Holders of the Notes, reopen this Series of Notes and issue additional notes on separate dates, which shall form a single series and shall have the same terms.

This Note will not be redeemable prior to the Stated Maturity of the principal hereof except under the conditions set forth below. This Note will not be subject to any sinking fund.

If an Event of Default with respect to the Note shall occur and be continuing, the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Notes may declare the principal of all the Notes due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected thereby (voting as a class). The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of each series to be affected at the time Outstanding, on behalf of the Holders of all Securities of each such series, to waive compliance by the Company 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 Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note 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 Note.

Except as provided below in the case of a defeasance, no reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Under the terms of the Indenture, the Company may satisfy and discharge its obligations with respect to the Notes by depositing in trust for the Holders of the Outstanding Notes an amount in cash or the equivalent in securities of the government which issued the currency in which the Notes are denominated or government agencies backed by the full faith and credit of such government sufficient to pay and discharge the entire indebtedness on the Notes for principal of and premium, if any, and interest then due or to become due to the Stated Maturity of the principal of the Notes (a "defeasance"). In such event, a Company will be released and discharged from its obligations to pay interest on the Notes and to pay the principal thereof at its Maturity.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Note Register of the Company upon surrender of this Note for registration of transfer at the office or agency of the Company in New York City duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Note Registrar duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes in registered form, of authorized denominations and for the same aggregate principal amount, will be issued in the name or names of the designated transferee or transferees and delivered at the office of the Note Registrar in New York City, or mailed, at the request, risk and expense of such transferee or transferees, to the address or addresses shown in the Note Register for such transferee or transferees.

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

This Note is issuable only in fully registered form, without coupons, in denominations of \$1,000 and any integral multiple thereof.

No service charge will be made for a transfer or exchange of the Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

This Note is a Global Note as referred to in the Indenture and is not exchangeable for one or more certificated Notes; provided, however, that if at any time the Depository notifies the Company that it is unwilling or unable to continue as Depository or if at any time the Depository shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, the Company shall appoint a successor Depository. If a successor Depository is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

In addition, the Company may at any time and in its sole discretion determine that the Notes represented by this Global Note shall no longer be represented by this Global Note. In such event the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

This Note and all the obligations of the Company hereunder are direct, senior unsecured and unsubordinated obligations of the Company and rank pari passu with all other senior unsecured and unsubordinated indebtedness of the Company from time to time outstanding.

This Note shall be construed in accordance with and governed by the laws of the State of New York.

Unless the certificate of authentication hereon has been manually executed by or on behalf of the Trustee under the Indenture, this Note shall not be entitled to any benefits under the Indenture or be valid or obligatory for any purpose.

Dated: March __, 2006

[Seal]

HONEYWELL INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM—as tenants in common

UNIF GIFT MIN ACT— _____ Custodian _____

Under Uniform Gifts to Minors Act

TEN ENT – as tenants by the entireties

JT TEN—as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

FOR THE VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please Insert Social Security or Other
Identifying Number of Assignee:

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS
INCLUDING ZIP CODE OF ASSIGNEE:

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

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement, or any change whatever.



Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one of its authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

Dated: March 14, 2006

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

JPMorgan Chase Bank, N.A., as Trustee

By: _____

Name:

Title: Authorized Officer

EXHIBIT B
[FORM OF 5.40% SENIOR NOTE DUE 2016]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS CERTIFICATE IS ONE OF THE GLOBAL DEBENTURES REFERRED TO IN THE INDENTURE DESCRIBED HEREIN AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. FOR PURPOSES OF THE OFFERING TO WHICH THIS CERTIFICATE IS RELATED, THE GLOBAL DEBENTURE AND THE DEBENTURES REPRESENTED BY SUCH GLOBAL DEBENTURE WILL BE REFERRED TO AS THE “GLOBAL NOTE” AND THE “NOTES,” RESPECTIVELY. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITORY OR A NOMINEE THEREOF, EXCEPT IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

HONEYWELL INTERNATIONAL INC.
5.40% Senior Note Due 2016

REGISTERED No. R-1
Registered CUSIP: 438516 AP 1

US\$400,000,000

HONEYWELL INTERNATIONAL INC. (formally known as AlliedSignal Inc.), a Delaware corporation (the “Company,” which term includes any successor corporation under the Indenture described herein), for value received, hereby promises to pay to CEDE & CO. or its registered assigns, the principal sum of FOUR HUNDRED MILLION U.S. DOLLARS (US\$400,000,000) on March 15, 2016, and to pay interest on said principal sum semiannually in arrears on March 15 and September 15 of each year, commencing September 15, 2006 (each such date on which the Company is required to pay interest being referred to herein as an “Interest Payment Date”), at the rate of 5.40% per annum from March 14, 2006, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, if the Stated Maturity of the principal of this Note, or any Interest Payment Date, falls on a date that is not a Business Day, the principal or interest, as the case may be, payable on such date will be payable

on the next succeeding Business Day with the same force and effect as if paid on such date. The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months. 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 Note (or one or more predecessor Notes) is registered at the close of business on the March 1 or September 1 (each being referred to herein as a “Regular Record Date”), as the case may be, next preceding such Interest Payment Date. As used herein, “Business Day” means any day, other than Saturday or Sunday, on which banks are not required or authorized by law to close in New York City.

Payments of interest, principal and premium, if any, on this Note will be made (except as specified below) by wire transfer in same day funds to the Registered Holder at such Holder’s address appearing on the Note Register on the relevant Regular Record Date. In the event the Notes are issued in fully certificated registered form, such payments will be made at the corporate trust office of the Trustee in New York City, or at the option of the Company, by mailing a check to such Registered Holder.

Initially, JPMorgan Chase Bank, N.A. will be the Paying Agent and the Note Registrar for this Note. The Company reserves the rights at any time to remove any Paying Agent or Note Registrar without notice, to appoint additional or other Paying Agents and other Note Registrars without notice and to approve any change in the office through which any Paying Agent or Note Registrar acts; provided, however, that there will at all times be a Paying Agent in New York City.

This Note is one of the duly authorized series (the “Series”) of debt securities of the Company (hereinafter called the “Securities”), issued and to be issued under an Indenture dated as of October 1, 1985, as supplemented and amended by the First Supplemental Indenture thereto dated as of February 1, 1991, the Second Supplemental Indenture dated as of November 1, 1997 and the Third Supplemental Indenture dated March 14, 2006, between the Company and JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank (National Association)), as Trustee (as so supplemented and amended, the “Indenture”), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations and duties of the Company, the Trustee and the Paying Agent for this Note, and the terms upon which the Securities are, and are to be, authenticated and delivered. The Securities may be issued in one or more series, which different series may be issued in various principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of the series of Securities designated as 5.40% Senior Notes due 2016 (herein called the “Notes”), initially limited in aggregate principal amount to \$400,000,000.

Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned thereto in the Indenture.

The Company may, without the consent of the Holders of the Notes, reopen this Series of Notes and issue additional notes on separate dates, which shall form a single series and shall have the same terms.

This Note is subject to redemption at the option of the Company, in whole or in part, at any time or from time to time, upon at least 30 days, but not more than 60 days, prior written notice, at the “make-whole premium” redemption price and in the manner set forth in the Indenture and the Officer’s Certificate establishing this Series. The “make-whole premium” redemption price will be equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on such Notes discounted to the date of redemption, on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the applicable Treasury Rate (as defined below) plus 15 basis points. Accrued interest will be paid to but excluding the redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

“Comparable Treasury Issue” means the United States Treasury security selected by a Reference Treasury Dealer (as defined below) as having an actual or interpolated maturity comparable to the remaining term of the Notes called for redemption, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of Notes called for redemption.

“Comparable Treasury Price” means, with respect to any redemption date, the average, as determined by us, of the Reference Treasury Dealer Quotations (as defined below) for that redemption date.

“Reference Treasury Dealer” means each of J.P. Morgan Securities Inc., Deutsche Bank Securities Inc., UBS Securities LLC and one other primary U.S. Government securities dealer selected by us, and each of their respective successors. If any one shall cease to be a primary U.S. Government securities dealer, we will substitute another nationally recognized investment banking firm that is a primary U.S. Government securities dealer.

“Reference Treasury Dealer Quotations” means, on any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by each Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding that redemption date.

“Remaining Scheduled Payments” means the remaining scheduled payments of principal of and interest on the Notes called for redemption that would be due after the related redemption date but for that redemption. If that redemption date is not an interest payment date with respect to

the Notes called for redemption, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued to such redemption date.

On and after a redemption date, interest will cease to accrue on the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before a redemption date, the Company will deposit with a Paying Agent (or the Trustee) money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the Trustee pro rata or by lot or by a method the Trustee deems to be fair and appropriate. This Note will not be subject to any sinking fund.

If an Event of Default with respect to the Note shall occur and be continuing, the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Notes may declare the principal of all the Notes due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected thereby (voting as a class). The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of each series to be affected at the time Outstanding, on behalf of the Holders of all Securities of each such series, to waive compliance by the Company 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 Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note 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 Note.

Except as provided below in the case of a defeasance, no reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Under the terms of the Indenture, the Company may satisfy and discharge its obligations with respect to the Notes by depositing in trust for the Holders of the Outstanding Notes an amount in cash or the equivalent in securities of the government which issued the currency in which the Notes are denominated or government agencies backed by the full faith and credit of such government sufficient to pay and discharge the entire indebtedness on the Notes for

principal of and premium, if any, and interest then due or to become due to the Stated Maturity of the principal of the Notes (a “defeasance”). In such event, a Company will be released and discharged from its obligations to pay interest on the Notes and to pay the principal thereof at its Maturity.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Note Register of the Company upon surrender of this Note for registration of transfer at the office or agency of the Company in New York City duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Note Registrar duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes in registered form, of authorized denominations and for the same aggregate principal amount, will be issued in the name or names of the designated transferee or transferees and delivered at the office of the Note Registrar in New York City, or mailed, at the request, risk and expense of such transferee or transferees, to the address or addresses shown in the Note Register for such transferee or transferees.

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

This Note is issuable only in fully registered form, without coupons, in denominations of \$1,000 and any integral multiple thereof.

No service charge will be made for a transfer or exchange of the Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

This Note is a Global Note as referred to in the Indenture and is not exchangeable for one or more certificated Notes; provided, however, that if at any time the Depository notifies the Company that it is unwilling or unable to continue as Depository or if at any time the Depository shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, the Company shall appoint a successor Depository. If a successor Depository is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

In addition, the Company may at any time and in its sole discretion determine that the Notes represented by this Global Note shall no longer be represented by this Global Note. In such event the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate

principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

This Note and all the obligations of the Company hereunder are direct, senior unsecured and unsubordinated obligations of the Company and rank pari passu with all other senior unsecured and unsubordinated indebtedness of the Company from time to time outstanding.

This Note shall be construed in accordance with and governed by the laws of the State of New York.

Unless the certificate of authentication hereon has been manually executed by or on behalf of the Trustee under the Indenture, this Note shall not be entitled to any benefits under the Indenture or be valid or obligatory for any purpose.

Dated: March 14, 2006

[Seal]

HONEYWELL INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM—as tenants in common

UNIF GIFT MIN ACT—_____ Custodian _____

Under Uniform Gifts to Minors Act

TEN ENT—as tenants by the entireties

JT TEN—as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

FOR THE VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please Insert Social Security or Other
Identifying Number of Assignee:

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS
INCLUDING ZIP CODE OF ASSIGNEE:

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

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement, or any change whatever.



Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one of its authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

Dated: March 14, 2006

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

JPMorgan Chase Bank, N.A., as Trustee

By: _____

Name:

Title: Authorized Officer

EXHIBIT C
[FORM OF 5.70% SENIOR NOTE DUE 2036]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS CERTIFICATE IS ONE OF THE GLOBAL DEBENTURES REFERRED TO IN THE INDENTURE DESCRIBED HEREIN AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. FOR PURPOSES OF THE OFFERING TO WHICH THIS CERTIFICATE IS RELATED, THE GLOBAL DEBENTURE AND THE DEBENTURES REPRESENTED BY SUCH GLOBAL DEBENTURE WILL BE REFERRED TO AS THE “GLOBAL NOTE” AND THE “NOTES,” RESPECTIVELY. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITORY OR A NOMINEE THEREOF, EXCEPT IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

HONEYWELL INTERNATIONAL INC.
5.70% Senior Note Due 2036

REGISTERED No. R-1
Registered CUSIP: 438516 AR 7

US\$550,000,000

HONEYWELL INTERNATIONAL INC. (formally known as AlliedSignal Inc.), a Delaware corporation (the “Company,” which term includes any successor corporation under the Indenture described herein), for value received, hereby promises to pay to CEDE & CO. or its registered assigns, the principal sum of FIVE HUNDRED AND FIFTY MILLION U.S. DOLLARS (US\$550,000,000) on March 15, 2036, and to pay interest on said principal sum semiannually in arrears on March 15 and September 15 of each year, commencing September 15, 2006 (each such date on which the Company is required to pay interest being referred to herein as an “Interest Payment Date”), at the rate of 5.70% per annum from March 14, 2006, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, if the Stated Maturity of the principal of this Note, or any Interest Payment Date, falls on a date that is not a Business Day, the principal or interest, as the case may be, payable on such

date will be payable on the next succeeding Business Day with the same force and effect as if paid on such date. The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months. 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 Note (or one or more predecessor Notes) is registered at the close of business on the March 1 or September 1 (each being referred to herein as a "Regular Record Date"), as the case may be, next preceding such Interest Payment Date. As used herein, "Business Day" means any day, other than Saturday or Sunday, on which banks are not required or authorized by law to close in New York City.

Payments of interest, principal and premium, if any, on this Note will be made (except as specified below) by wire transfer in same day funds to the Registered Holder at such Holder's address appearing on the Note Register on the relevant Regular Record Date. In the event the Notes are issued in fully certificated registered form, such payments will be made at the corporate trust office of the Trustee in New York City, or at the option of the Company, by mailing a check to such Registered Holder.

Initially, JPMorgan Chase Bank, N.A. will be the Paying Agent and the Note Registrar for this Note. The Company reserves the rights at any time to remove any Paying Agent or Note Registrar without notice, to appoint additional or other Paying Agents and other Note Registrars without notice and to approve any change in the office through which any Paying Agent or Note Registrar acts; provided, however, that there will at all times be a Paying Agent in New York City.

This Note is one of the duly authorized series (the "Series") of debt securities of the Company (hereinafter called the "Securities"), issued and to be issued under an Indenture dated as of October 1, 1985, as supplemented and amended by the First Supplemental Indenture thereto dated as of February 1, 1991, the Second Supplemental Indenture dated as of November 1, 1997 and the Third Supplemental Indenture dated March 14, 2006, between the Company and JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank (National Association)), as Trustee (as so supplemented and amended, the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations and duties of the Company, the Trustee and the Paying Agent for this Note, and the terms upon which the Securities are, and are to be, authenticated and delivered. The Securities may be issued in one or more series, which different series may be issued in various principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of the series of Securities designated as 5.70% Senior Notes due 2036 (herein called the "Notes"), initially limited in aggregate principal amount to \$550,000,000.

Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned thereto in the Indenture.

The Company may, without the consent of the Holders of the Notes, reopen this Series of Notes and issue additional notes on separate dates, which shall form a single series and shall have the same terms.

This Note is subject to redemption at the option of the Company, in whole or in part, at any time or from time to time, upon at least 30 days, but not more than 60 days, prior written notice, at the “make-whole premium” redemption price and in the manner set forth in the Indenture and the Officer’s Certificate establishing this Series. The “make-whole premium” redemption price will be equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on such Notes discounted to the date of redemption, on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the applicable Treasury Rate (as defined below) plus 20 basis points. Accrued interest will be paid to but excluding the redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

“Comparable Treasury Issue” means the United States Treasury security selected by a Reference Treasury Dealer (as defined below) as having an actual or interpolated maturity comparable to the remaining term of the Notes called for redemption, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of Notes called for redemption.

“Comparable Treasury Price” means, with respect to any redemption date, the average, as determined by us, of the Reference Treasury Dealer Quotations (as defined below) for that redemption date.

“Reference Treasury Dealer” means each of J.P. Morgan Securities Inc., Deutsche Bank Securities Inc., UBS Securities LLC and one other primary U.S. Government securities dealer selected by us, and each of their respective successors. If any one shall cease to be a primary U.S. Government securities dealer, we will substitute another nationally recognized investment banking firm that is a primary U.S. Government securities dealer.

“Reference Treasury Dealer Quotations” means, on any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by each Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding that redemption date.

“Remaining Scheduled Payments” means the remaining scheduled payments of principal of and interest on the Notes called for redemption that would be due after the related redemption date but for that redemption. If that redemption date is not an interest payment date with respect to

the Notes called for redemption, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued to such redemption date.

On and after a redemption date, interest will cease to accrue on the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before a redemption date, the Company will deposit with a Paying Agent (or the Trustee) money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the Trustee pro rata or by lot or by a method the Trustee deems to be fair and appropriate. This Note will not be subject to any sinking fund.

If an Event of Default with respect to the Note shall occur and be continuing, the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Notes may declare the principal of all the Notes due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected thereby (voting as a class). The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of each series to be affected at the time Outstanding, on behalf of the Holders of all Securities of each such series, to waive compliance by the Company 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 Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note 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 Note.

Except as provided below in the case of a defeasance, no reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Under the terms of the Indenture, the Company may satisfy and discharge its obligations with respect to the Notes by depositing in trust for the Holders of the Outstanding Notes an amount in cash or the equivalent in securities of the government which issued the currency in which the Notes are denominated or government agencies backed by the full faith and credit of such government sufficient to pay and discharge the entire indebtedness on the Notes for

principal of and premium, if any, and interest then due or to become due to the Stated Maturity of the principal of the Notes (a “defeasance”). In such event, a Company will be released and discharged from its obligations to pay interest on the Notes and to pay the principal thereof at its Maturity.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Note Register of the Company upon surrender of this Note for registration of transfer at the office or agency of the Company in New York City duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Note Registrar duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes in registered form, of authorized denominations and for the same aggregate principal amount, will be issued in the name or names of the designated transferee or transferees and delivered at the office of the Note Registrar in New York City, or mailed, at the request, risk and expense of such transferee or transferees, to the address or addresses shown in the Note Register for such transferee or transferees.

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

This Note is issuable only in fully registered form, without coupons, in denominations of \$1,000 and any integral multiple thereof.

No service charge will be made for a transfer or exchange of the Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

This Note is a Global Note as referred to in the Indenture and is not exchangeable for one or more certificated Notes; provided, however, that if at any time the Depository notifies the Company that it is unwilling or unable to continue as Depository or if at any time the Depository shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, the Company shall appoint a successor Depository. If a successor Depository is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

In addition, the Company may at any time and in its sole discretion determine that the Notes represented by this Global Note shall no longer be represented by this Global Note. In such event the Company will execute, and the Trustee or its agent, upon receipt of a Corporation Order for the authentication and delivery of individual Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate

principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

This Note and all the obligations of the Company hereunder are direct, senior unsecured and unsubordinated obligations of the Company and rank pari passu with all other senior unsecured and unsubordinated indebtedness of the Company from time to time outstanding.

This Note shall be construed in accordance with and governed by the laws of the State of New York.

Unless the certificate of authentication hereon has been manually executed by or on behalf of the Trustee under the Indenture, this Note shall not be entitled to any benefits under the Indenture or be valid or obligatory for any purpose.

Dated: March 14, 2006

[Seal]

HONEYWELL INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM—as tenants in common

UNIF GIFT MIN ACT— _____ Custodian _____

Under Uniform Gifts to Minors Act

TEN ENT—as tenants by the entireties

JT TEN—as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

FOR THE VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please Insert Social Security or Other
Identifying Number of Assignee:

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS
INCLUDING ZIP CODE OF ASSIGNEE:

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

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement, or any change whatever.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature of one of its authorized signatories, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

Dated: March 14, 2006

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

JPMorgan Chase Bank, N.A., as Trustee

By: _____

Name:

Title: Authorized Officer