

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

Form 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2021
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
Commission file number 1-8974

Honeywell

Honeywell International Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

855 South Mint Street
Charlotte, North Carolina

(Address of principal executive offices)

22-2640650

(I.R.S. Employer
Identification No.)

28202

(Zip Code)

Registrant's telephone number, including area code (704) 627-6200

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value \$1 per share*	HON	The Nasdaq Stock Market LLC
1.300% Senior Notes due 2023	HON 23A	The Nasdaq Stock Market LLC
0.000% Senior Notes due 2024	HON 24A	The Nasdaq Stock Market LLC
2.250% Senior Notes due 2028	HON 28A	The Nasdaq Stock Market LLC
0.750% Senior Notes due 2032	HON 32	The Nasdaq Stock Market LLC

* The common stock is also listed on the London Stock Exchange.

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the voting stock held by nonaffiliates of the Registrant was approximately \$152.8 billion at June 30, 2021.

There were 685,818,771 shares of Common Stock outstanding at January 28, 2022.

Documents Incorporated by Reference

Part III: Proxy Statement for Annual Meeting of Shareowners to be held April 25, 2022.

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ORGANIZATION OF OUR ANNUAL REPORT ON FORM 10-K

The order and presentation of content in our Annual Report on Form 10-K (Form 10-K) differs from the traditional U.S. Securities and Exchange Commission (SEC) Form 10-K format. We believe that our format improves readability and better presents how we organize and manage our business. See Form 10-K Cross-Reference Index for a cross-reference to the traditional SEC Form 10-K format.

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CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

We describe many of the trends and other factors that drive our business and future results in the section titled Management's Discussion and Analysis of Financial Condition and Results of Operations and in other parts of this report (including under the section titled Risk Factors). Such discussions contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act). Forward-looking statements are those that address activities, events or developments that management intends, expects, projects, believes or anticipates will or may occur in the future. They are based on management's assumptions and assessments in light of past experience and trends, current economic and industry conditions, expected future developments and other relevant factors. They are not guarantees of future performance, and actual results, developments and business decisions may differ significantly from those envisaged by our forward-looking statements. We do not undertake to update or revise any of our forward-looking statements, except as required by applicable securities law. Our forward-looking statements are also subject to risks and uncertainties, including the impact of the COVID-19 pandemic, that can affect our performance in both the near- and long-term. In addition, no assurance can be given that any plan, initiative, projection, goal commitment, expectation, or prospect set forth in this Form 10-K can or will be achieved. These forward-looking statements should be considered in light of the information included in this Form 10-K, including, in particular, the factors discussed within the section titled Risk Factors. Such factors may be revised or supplemented in subsequent reports on Forms 10-Q and 8-K.

ABOUT HONEYWELL

Honeywell International Inc. (Honeywell or the Company) invents and commercializes technologies that address some of the world's most critical challenges around energy, safety, security, air travel, productivity, and global urbanization. We are a leading software-industrial company committed to introducing state of the art technology solutions to improve efficiency, productivity, sustainability, and safety in high growth businesses in broad-based, attractive industrial end markets. As a diversified technology and manufacturing company, we are uniquely positioned to blend physical products with software to serve customers worldwide with aerospace products and services, energy efficient products and solutions for businesses, specialty chemicals, electronic and advanced materials, process technology for refining and petrochemicals, and productivity, sensing, safety and security technologies for buildings and industries. Our products and solutions enable a safer, more comfortable, and more productive world, enhancing the quality of life of people around the globe. The Honeywell brand dates back to 1906, and the Company was incorporated in Delaware in 1985.

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to those reports, are available free of charge on our website (honeywell.com) under the heading Investors (see SEC Filings) immediately after they are filed with, or furnished to, the SEC. Honeywell uses our Investor Relations website, investor.honeywell.com, as a means of disclosing information which may be of interest or material to our investors and for complying with disclosure obligations under Regulation FD. Accordingly, investors should monitor our Investor Relations website, in addition to following our press releases, SEC filings, public conference calls, webcasts, and social media. Information contained on or accessible through, including any reports available on, our website is not a part of, and is not incorporated by reference into, this Form 10-K or any other report or document we file with the SEC. Any reference to our website in this Form 10-K is intended to be an inactive textual reference only.

In addition, in this Form 10-K, the Company incorporates by reference certain information from its definitive Proxy Statement for the 2022 Annual Meeting of Stockholders, which we expect to file with the SEC on or about March 11, 2022 (the Proxy Statement), and which will also be available free of charge on our website.

EXECUTIVE SUMMARY

The COVID-19 pandemic continued to impact the global economy and certain of our business; however, our execution during 2021 allowed us to grow our market share, exceed our financial commitments, and strategically position our business for continued success. In 2021, we delivered sales growth of 5% to \$34.4 billion, led by strong demand in our Warehouse and Workflow Solutions, Productivity Solutions and Services, Advanced Materials, and Commercial Aviation businesses.

We deepened focus on our three transformation initiatives to actively deploy capital to achieve portfolio optimization, drive a culture of innovation enabling growth, and lead in Environmental, Social, and Governance objectives. In executing on these initiatives, we completed four acquisitions, drove growth in sustainable technologies and positively impacted our communities that face continued challenges from the COVID-19 pandemic and other socioeconomic factors. While executing our strategy, we maintained our commitment to create long-term shareowner value by realizing the benefits of operating efficiencies and deploying \$8.2 billion to capital expenditures, dividends, share repurchases, and mergers and acquisitions, which was approximately \$2.2 billion in excess of our operating cash flow for the year.

As we look forward, we intend to continue deploying capital to high-return opportunities, including software and services with recurring revenue streams, and sustainable technologies, positioning our business for future growth. Overall, our orders were up 11%, compared to 2020, and we carry a robust backlog of \$27.7 billion as of December 31, 2021. We continue to monitor and respond to several ongoing macroeconomic factors, including supply chain constraints accompanied by shortages and rising costs for materials and labor. We implemented and continue to identify actions to mitigate the effect of these factors and reduce the impact on our businesses.

YEAR IN REVIEW



Sales up by 5% to

\$34.4 BILLION

led by strong demand in certain of our businesses as result of the recovery from the global recession created by the COVID-19 pandemic



Diluted EPS up by

17.7%

reflecting strong earnings in our core businesses and continued deployment of capital for share repurchases



Operating cash flows of

\$6 BILLION

as we remain focused on increasing operating cash flows through revenue growth, margin expansion, and improved working capital turnover

BUSINESS OBJECTIVES

Our businesses are focused on the following objectives:

- 1 Driving profitable growth by delivering innovative products through research and development and technological excellence, and through continued enhancement of our footprint in high growth regions;
- 2 Continuing to execute on our strategy to be a premier software-industrial company, including the ongoing expansion of Honeywell Forge connected solutions for aircraft, buildings, cybersecurity, plants, and workers and driving a recurring revenue model across the Company. Honeywell Forge is an enterprise performance management solution for digital transformation of operations. Honeywell Forge includes a mix of software products and enabling services that help companies use operational data to drive insights that improve processes, enhance productivity, support sustainability initiatives, and empower workers;
- 3 Expanding margins by optimizing the Company's performance through the Integrated Supply Chain and Honeywell Digital transformation initiatives, commercial excellence, repositioning, and other manufacturing and operational process improvements;
- 4 Executing disciplined portfolio management through rigorous merger and acquisition, divestiture, and integration processes to deliver growth and shareholder value;
- 5 Controlling corporate costs, including costs incurred for asbestos and environmental matters, and pension and other post-retirement benefits;
- 6 Increasing availability of capital through strong cash flow generation and conversion from effective working capital management and proactive management of debt to enable the Company to strategically deploy capital for acquisitions, dividends, share repurchases and capital expenditures; and
- 7 Committing to uphold our environmental, social, and governance principles, as a leader in responsible corporate citizenship.

MAJOR BUSINESSES

We globally manage our business operations through four reportable segments: Aerospace, Honeywell Building Technologies, Performance Materials and Technologies, and Safety and Productivity Solutions. The remainder of Honeywell's operations is presented in Corporate and All Other, which is not a reportable business segment. Financial information related to our segments is included in Note 22 Segment Financial Data of Notes to Consolidated Financial Statements. The major products and services, including Honeywell Forge solutions supported by Honeywell Connected Enterprise, customers, uses and key competitors of each of our reportable segments are:

AEROSPACE

Aerospace is a leading global supplier of products, software and services for aircrafts that it sells to original equipment manufacturers (OEM) and other customers in a variety of end markets including: air transport, regional, business and general aviation aircraft, airlines, aircraft operators, and defense and space contractors. Aerospace products and services include auxiliary power units, propulsion engines, environmental control systems, integrated avionics, wireless connectivity services, electric power systems, engine controls, flight safety, communications, navigation hardware, data and software applications, radar and surveillance systems, aircraft lighting, management and technical services, advanced systems and instruments, satellite and space components, aircraft wheels and brakes, repair and overhaul services, and thermal systems. Aerospace also provides spare parts, repair, overhaul, and maintenance services (principally to aircraft operators) for the aftermarket. Honeywell Forge solutions are leveraged by our customers as tools to turn data into predictive maintenance and predictive analytics to enable better fleet management and make flight operations more efficient.



HONEYWELL BUILDING TECHNOLOGIES

Honeywell Building Technologies is a leading global provider of products, software, solutions and technologies that enable building owners and occupants to ensure their facilities are safe, energy efficient, sustainable and productive. Honeywell Building Technologies products and services include advanced software applications for building control and optimization; sensors, switches, control systems and instruments for energy management; access control; video surveillance; fire products; and installation, maintenance and upgrades of systems. Honeywell Forge solutions enable our customers to digitally manage buildings, connecting data from different assets to enable smart maintenance, improve building performance and even protect from incoming security threats.



PERFORMANCE MATERIALS AND TECHNOLOGIES

Performance Materials and Technologies is a global leader in developing and manufacturing high-quality performance chemicals and materials, process technologies and automation solutions. The segment is comprised of Process Solutions, UOP, and Advanced Materials. Process Solutions provides automation control, instrumentation, advanced software and related services for the oil and gas, refining, pulp and paper, industrial power generation, chemicals and petrochemicals, biofuels, life sciences, and metals, minerals and mining industries. Through its smart energy products, Process Solutions enables utilities and distribution companies to deploy advanced capabilities to improve operations, reliability, and environmental sustainability. UOP provides process technology, products, including catalysts and adsorbents, equipment, and consulting services that enable customers to efficiently produce gasoline, diesel, jet fuel, petrochemicals and renewable fuels for the petroleum refining, gas processing, petrochemical, and other industries. Advanced Materials manufactures a wide variety of high-performance products, including materials used to manufacture end products such as bullet-resistant armor, nylon, computer chips and pharmaceutical packaging, and provides reduced and low global-warming-potential materials based on hydrofluoro-olefin technology. In the industrial environment, Honeywell Forge solutions enable integration and connectivity to provide a holistic view of operations and turn data into clear actions to maximize productivity and efficiency. Honeywell Forge's cybersecurity capabilities help identify risks and act on cyber-related incidents, together with enabling improved operations and protecting processes, people, and assets.



SAFETY AND PRODUCTIVITY SOLUTIONS

Safety and Productivity Solutions is a leading global provider of products and software that improve productivity, workplace safety, and asset performance to customers around the globe. Safety products include personal protection equipment (PPE), apparel, gear, and footwear; gas detection technology; and cloud-based notification and emergency messaging. Productivity Solutions products and services include mobile devices and software for computing, data collection and thermal printing; supply chain and warehouse automation equipment, software and solutions; custom-engineered sensors, switches, and controls for sensing and productivity solutions; and software-based data and asset management productivity solutions. Honeywell Forge solutions digitally automate processes to improve efficiency while reducing downtime and safety costs.



COMPETITION

We are subject to competition in substantially all product and service areas. Some of our key competitors include but are not limited to:

AEROSPACE

- Garmin
- L3 Harris
- Northrop Grumman
- Raytheon Technologies
- Safran
- Thales

HONEYWELL BUILDING TECHNOLOGIES

- Carrier Global
- Johnson Controls
- Schneider Electric
- Siemens

PERFORMANCE MATERIALS AND TECHNOLOGIES

- Arkema
- Axens
- Chemours
- DSM
- Emerson Electric
- Haldor Topsoe
- Lummus Technology
- Rockwell Automation

SAFETY AND PRODUCTIVITY SOLUTIONS

- 3M
- Kion Group
- MSA Safety Incorporated
- TE Connectivity
- Zebra Technologies

Our businesses compete on a variety of factors such as performance, applied technology, product innovation, product recognition, quality, reliability, customer service, delivery, and price. Brand identity, service to customers, and quality are important competitive factors for our products and services. Our products face considerable price competition. While our competitive position varies among our products and services, we are a significant competitor in each of our major product and service classes.

BACKLOG

Our backlog represents the estimated remaining value of work to be performed under firm contracts. Backlog is equal to our remaining performance obligations under the contracts that meet the guidance on revenue from contracts with customers as discussed in Note 3 Revenue Recognition and Contracts with Customers of Notes to Consolidated Financial Statements. Backlog was \$27,682 million and \$25,769 million at December 31, 2021 and 2020. The backlog previously disclosed as of December 31, 2020, is revised to reflect a prior period correction, which had no impact on our results of operations. We expect to recognize approximately 59% of our remaining performance obligations as revenue in 2022, and the remaining balance thereafter.

U.S. GOVERNMENT SALES

The Company, principally through our Aerospace segment, sells to the U.S. government acting through its various departments and agencies and through prime contractors, including the U.S. Department of Defense (as both a prime contractor and subcontractor). We do not expect our overall operating results to be significantly affected by any proposed changes in 2022 federal defense spending due to the varied mix of the government programs which impact us (OEM production, engineering development programs, aftermarket spares and repairs, and overhaul programs), as well as our diversified customer base.

U.S. Government Sales (\$ in millions)	Years Ended December 31,		
	2021	2020	2019
Sales to the U.S. Department of Defense	\$ 3,219	\$ 3,661	\$ 3,491
Sales to other U.S. government departments and agencies	703	557	566
Total Sales to the U.S. Government	\$ 3,922	\$ 4,218	\$ 4,057

INTERNATIONAL OPERATIONS

We engage in manufacturing, sales, service and research and development globally. U.S. exports and non-U.S. manufactured products are significant to our operations. U.S. exports represented 12% of our total sales in 2021 and 2020, and 15% in 2019. Non-U.S. manufactured products and services, mainly in Europe and Asia, were 40% of our total sales in 2021, 2020, and 2019.

Manufactured Products and Systems and Performance of Services	Year Ended December 31, 2021			
	Aerospace	Honeywell Building Technologies	Performance Materials and Technologies	Safety and Productivity Solutions
	(% of Segment Sales)			
U.S. exports	23 %	2 %	13 %	1 %
Non-U.S. manufactured products/services	15 %	66 %	57 %	35 %

Information related to risks related to our foreign operations is included in the section titled Risk Factors under the caption "Macroeconomic and Industry Risks."

RAW MATERIALS

The vast majority of principal raw materials used in our operations are readily available; however, during 2021, we experienced supply chain constraints for certain raw materials. While the current supply chain constraints have not significantly impacted our business, to reduce the impact of current and future disruptions we have implemented short-term and long-term strategies to reduce the impact of current and future disruptions, and digital solutions to manage shortages and prioritize mitigation actions. We continue to leverage existing supplier relationships, and are not dependent on any one supplier for a material amount of our raw materials.

Prices of certain key raw materials, including copper, fluorspar, tungsten salts, ethylene, aluminum, and molybdenum in Performance Materials and Technologies and nickel, steel, titanium, and other metals in Aerospace, are expected to fluctuate. We offset raw material cost increases with formula-driven or long-term supply agreements, price increases and hedging activities where feasible. We anticipate that supply chain constraints for certain raw materials will continue into 2022; however, we believe our short-term and long-term strategies position us well to mitigate and reduce the impact these factors may have on our businesses. As such, we do not presently anticipate that a shortage of raw materials will cause any material adverse impacts during 2022.

PATENTS, TRADEMARKS, LICENSES AND DISTRIBUTION RIGHTS

Our segments are not dependent upon any single patent or related group of patents, trademarks, or any licenses or distribution rights. In our judgment, our intellectual property rights are adequate for the conduct of our business. We believe that, in the aggregate, the rights under our patents, trademarks, licenses and distribution rights are generally important to our operations, but we do not consider any individual patent, trademark or any licensing or distribution rights related to a specific process or product to be of material importance in relation to our total business.

REGULATIONS

The Company's operations are subject to various federal, state, local, and foreign government regulations, including requirements regarding the protection of human health and the environment. Our policies, practices and procedures are designed to prevent unreasonable risk of environmental damage, and of resulting financial liability, in connection with our business. Some risk of environmental damage is, however, inherent in some of our operations and products, as it is with other companies engaged in similar businesses.

We engage in the handling, manufacturing, use, and disposal of many substances classified as hazardous by one or more regulatory agencies. Our policies, practices and procedures are designed to prevent unreasonable risk of environmental damage and personal injury, and to ensure that our handling, manufacture, use, and disposal of these substances meet or exceed environmental and safety laws and regulations. It is possible that future knowledge or other developments, such as improved capability to detect substances in the environment or increasingly strict environmental laws and standards and enforcement policies, could bring into question our current or past handling, manufacture, use or disposal of these substances.

Among other environmental requirements, we are subject to the Federal Superfund and similar state and foreign laws and regulations, under which we have been designated as a potentially responsible party that may be liable for cleanup costs associated with current and former operating sites and various hazardous waste sites, some of which are on the U.S. Environmental Protection Agency's National Priority List. While there is a possibility that a responsible party might be unable to obtain appropriate contribution from other responsible parties, we do not anticipate having to bear significantly more than our proportional share in multi-party situations taken as a whole.

We do not believe that Federal, State, and local provisions regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, or any existing or pending climate change legislation, regulation, or international treaties or accords are reasonably likely to have a material effect in the foreseeable future on the Company's business and we will continue to monitor emerging developments in this area.

Beyond our compliance requirements with environmental regulations, compliance with other government regulations has not had, and based on laws and regulations currently in effect, is not expected to have a material effect on the Company's capital expenditures, earnings or competitive position. See section titled Risk Factors for additional information on government regulation that could impact our business.

SUSTAINABLE COMMITMENTS AND SOLUTIONS

In April 2021, we committed to become carbon neutral in our operations and facilities by 2035. We plan to accomplish this through a combination of innovative investments in energy savings projects, conversion to renewable energy sources, completion of capital improvement projects at our sites, upgrading our fleet of vehicles, and, if necessary, using credible carbon credits. Our greenhouse gas reduction program initially began in 2004, in our view setting us well on our way to achieving this commitment.

We see ourselves as a responsible corporate citizen, leading sustainable change within the global marketplace. While we focus on our own sustainability commitments, we seek to partner as an agent of change with our customers around the world through sustainable products, services, and solutions.






¹ Available through the Honeywell Partnership Ecosystem.

Additional information regarding our sustainability initiatives and strategy is included in our 2021 Corporate Citizenship Report, which can be found on our website (honeywell.com); this report is not incorporated into this Form 10-K by reference and should not be considered part of this Form 10-K.

HUMAN CAPITAL MANAGEMENT

We believe a commitment to and investment in human capital management enables better decision making, helps us build competitive advantage, and furthers our long-term success. As of December 31, 2021, we employed approximately 99,000⁽¹⁾ employees across 82 countries, 34,000⁽¹⁾ of whom are in the United States. Human capital management is the key driver of our performance culture, which enables our workforce to respond to the fast-changing needs of our customers. Our performance culture is defined by a set of eight Honeywell Behaviors, which reflect the bold, entrepreneurial spirit we seek to foster while emphasizing our goal to operate with speed and precision. At their foundation is a commitment to Integrity and Ethics, Inclusion and Diversity, and Workplace Respect, fundamental values that underlie everything we do.

 <p>As of December 31, 2021, we employed approximately 99,000 EMPLOYEES⁽¹⁾</p>	 <p>Across 82 COUNTRIES</p>	 <p>34,000⁽¹⁾ of whom are in the United States.</p>
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⁽¹⁾Excludes Sandia National Laboratories (Sandia) and Kansas City National Security Campus (KCNSC) work forces of approximately 21,000 employees. Sandia and KCNSC are U.S. Department of Energy facilities. Honeywell manages these facilities as a contract operator and does not establish or control their human resource policies.

HONEYWELL BEHAVIORS

<p>HAVE A PASSION FOR WINNING </p>	<p>BE COURAGEOUS </p>
<p>BE A ZEALOT FOR GROWTH </p>	<p>BECOME YOUR BEST </p>
<p>THINK BIG... THEN MAKE IT HAPPEN </p>	<p>BE COMMITTED </p>
<p>ACT WITH URGENCY </p>	<p>BUILD EXCEPTIONAL TALENT </p>

In 2021, we furthered our foundational principles of Inclusion and Diversity by appointing a Chief Inclusion and Diversity Officer and Inclusion and Diversity leaders for each business unit focusing on three key priorities:

Representation	Retention	Recognition
Cultivate a workforce that reflects our communities and the world	Create employee development and advancement opportunities	Be a global employer of choice for Inclusion and Diversity
Sustain a pipeline of diverse talent from campus to the C-Suite	Foster community engagement and belonging	Leverage our culture as a competitive advantage
Promote a culture of inclusion, accessibility, and respect	Offer competitive compensation, rewards, and recognition	Lead on Inclusion and Diversity practices

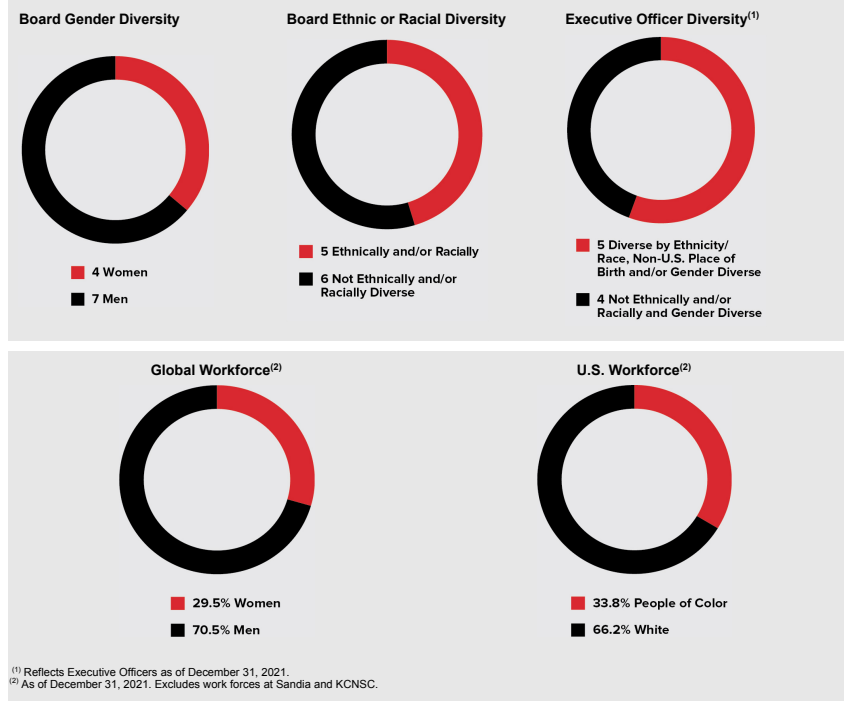
Our commitment to these fundamental values and the Honeywell Behaviors starts at the top with a diverse Board of Directors and executive management team, who represent a broad spectrum of backgrounds and perspectives. We believe that the diversity of our current Board of Directors (four women, and two Hispanic, two African American, and one Asian American director) and the diversity of Honeywell's executive leadership (more than half of the Company's nine executive officers are diverse by ethnic background, non-U.S. place of birth or gender) supports our evolving business strategy and is a testament to Honeywell's ongoing commitment to hiring, developing, and retaining diverse talent. The Company's commitment to Inclusion and Diversity enables better decision-making, helps build competitive advantages, and furthers long-term success.

In 2020, we established a Global Inclusion and Diversity Steering Committee co-sponsored by our Chairman and CEO, Senior Vice President and General Counsel, and Senior Vice President and Chief Human Resources Officer and fortified our inclusion and diversity governance structure by embedding Inclusion and Diversity Councils in each of our business groups. The governance structure provides a scalable model that supports our seven affinity group employee networks and facilitates the introduction of new networks to reflect the diverse characteristics of our workforce. These networks are designed to provide training and development opportunities and expand internal networks for promotional opportunities.

Employee Networks

- Honeywell AllAbilities Employee Network
- Honeywell Asian Employee Network
- Honeywell Black Employee Network
- Honeywell Women’s Employee Network
- Honeywell LGBTQ+ Employee Network
- Honeywell Veterans Employee Network
- Honeywell Hispanic Employee Network

Commitment to Inclusion and Diversity



In addition, our people managers are expected to model behaviors that promote a culture that is open and inclusive for all employees. We help managers develop this skill as they do any other leadership skill, through training programs, interactive learning and real time events, including the hiring and talent review processes. Our Leadership Edge program provides training in core management skills to leaders across the organization.

Training programs are available to all employees through our internal learning and development platform, which assigns curriculum tailored to an employee's job responsibilities. Employees can also access additional trainings on-demand to continue to enhance their skills. We deploy unconscious bias and inclusive leadership training to our global workforce to educate and influence behavior.

Our internal talent acquisition and management platform is a key component to recruiting, hiring, and developing top-performing talent. Our hiring practices consider a diverse slate of candidates and our hiring managers are provided training and toolkits to reinforce their role in bringing diverse talent into the Company. Further, we partner with top academic institutions and external professional organizations to enhance the diversity of our workforce to attract and retain top talent. Our talent review process requires our people managers to have semi-annual career discussions with each member of their teams to discuss the best opportunity for growth and development, which enhances our identification of candidates for internal promotion and succession planning.

Finally, our Code of Business Conduct establishes the baseline requirements of our integrity and compliance program and promotes an environment where everyone is treated ethically and with respect. It outlines our pledge to recognize the dignity of each individual, respect each employee, provide compensation and benefits that are competitive, promote self-development through training, and value diversity of perspectives and ideas. All employees must complete Code of Business Conduct training and, where permitted by law, must also certify each year that they will comply with the Code.

Overall, we believe our culture, along with our internal tools and initiatives, enable us to effectively execute our human capital strategy. For discussion on the risks relating to our inability to attract and retain top-performing talent, please see section titled Risk Factors.

SELECTED FINANCIAL DATA

This selected financial data should be read in conjunction with the Company's Consolidated Financial Statements and related Notes included elsewhere in this Annual Report as well as the section Management's Discussion and Analysis of Financial Condition and Results of Operations.

	Years Ended December 31,				
	2021	2020	2019	2018 ⁽¹⁾⁽²⁾	2017 ⁽¹⁾
	(Dollars in millions, except per share amounts)				
Results of Operations					
Net sales	\$ 34,392	\$ 32,637	\$ 36,709	\$ 41,802	\$ 40,534
Net income attributable to Honeywell	5,542	4,779	6,143	6,765	1,545
Earnings Per Common Share					
Earnings from operations:					
Basic	8.01	6.79	8.52	9.10	2.03
Assuming dilution	7.91	6.72	8.41	8.98	2.00
Dividends per share	3.77	3.63	3.36	3.06	2.74
Balance Sheet Data					
Property, plant and equipment—net	5,562	5,570	5,325	5,296	5,926
Total assets	64,470	64,586	58,679	57,773	59,470
Short-term debt	5,345	6,042	4,892	6,458	5,309
Long-term debt	14,254	16,342	11,110	9,756	12,573
Total debt	19,599	22,384	16,002	16,214	17,882
Redeemable noncontrolling interest	7	7	7	7	5
Shareowners' equity	19,242	17,790	18,706	18,358	16,665

(1) 2018 and 2017 Net Income attributable to Honeywell and Earnings Per Common Share were impacted by the U.S. Tax Cuts and Jobs Act.

(2) The results of operations for the Transportation Systems and Homes and Global Distribution businesses are included in the Consolidated Statement of Operations through the effective dates of the respective spin-offs, which occurred in 2018.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(Dollars in tables and graphs in millions)

The following Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to help the reader understand the results of operations and financial condition of Honeywell International Inc. and its consolidated subsidiaries (Honeywell or the Company) for the three years ended December 31, 2021. All references to Notes relate to Notes to Consolidated Financial Statements in the section titled Financial Statements and Supplementary Data.

On November 29, 2021, Honeywell Quantum Solutions, a wholly-owned subsidiary of Honeywell, which was previously reported within the Aerospace reportable business segment, combined with Cambridge Quantum Computing, to form Quantinuum. Following the combination, Honeywell consolidated and reported Quantinuum within Corporate and All Other. Quantinuum is considered a separate operating segment, but does not meet aggregation criteria for presentation as a separate reportable segment. For this reason, it is reported within Corporate and All Other, which is not considered a reportable business segment. For the eleven months ended November 30, 2021 and the years ended December 31, 2020 and 2019, Honeywell Quantum Solutions incurred operating losses of \$50 million, \$41 million, and \$36 million, respectively. Prior to November 29, 2021, our Aerospace business segment included the operating results of Honeywell Quantum Solutions.

Quantinuum is well-positioned to lead the quantum computing industry by offering advanced, fully integrated hardware and software solutions at an unprecedented pace, scale, and level of performance to large high-growth markets worldwide. Quantinuum supports customer needs for improved computation in cyber security, drug discovery and delivery, material science, finance, and optimization across all major industrial markets.

A detailed discussion of the prior year 2020 to 2019 year-over-year changes is not included herein and can be found in the Management's Discussion and Analysis of Financial Condition and Results of Operations section in the 2020 Annual Report on Form 10-K filed February 12, 2021.

COVID-19 UPDATE

In 2021, the COVID-19 pandemic continues to have a significant impact around the world. Many jurisdictions worldwide continue to distribute vaccines as a method to limit and control infections; however, the pandemic continues to impact our business as vaccine efforts face challenges and new variants of the virus emerge. Select governments continue to place restrictions on businesses (impacting manufacturing capabilities and distribution channels). Global supply shortages emerged for certain products (including electrical components), leading to delays in delivery schedules. Historically reliable supply chains were disrupted, impacting certain of our businesses. In certain parts of the world, labor shortages intensified.

These events continue to impact our business operations. As new variants of the virus emerge, we remain cautious as many factors remain unpredictable. We actively monitor and respond to the changing conditions created by the pandemic, with focus on prioritizing the health and safety of our employees, dedicating resources to support our communities, and innovating to address our customers' needs.

In 2021, we actively promoted vaccines as a mechanism to protect the health of our employees. We supported several large-scale vaccination events to provide vaccines to our employees, their families, and the surrounding communities. In situations when local medical care was unavailable, we provided additional support to our employees to ensure they received the medical care needed. We continue to adapt our safety and hygiene protocols to enable our manufacturing employees to operate safely through the pandemic. We also continue to utilize our procedures for a phased return of our employees to our office sites, and in many parts of the world, we returned our non-manufacturing employees to the workplace. However, in certain countries, our non-manufacturing employees continue to work from home (for roles that allow for remote work).

On September 9, 2021, President Biden announced several initiatives to drive higher vaccination rates in the U.S., including an executive order for U.S. Government contractors to mandate vaccination against COVID-19. In response to these initiatives, we implemented a vaccine mandate requiring all U.S.-based employees at work locations that work on or in support of contracts with the U.S. Government to receive their first vaccine dose, or a medical or religious exemption, by January 4, 2022. Similarly, the Company adopted a vaccine mandate for all prospective and future employees and announced a timeline for a vaccine mandate for our remaining U.S. employees.

We continue to monitor and respond to the changing conditions created by the pandemic.

EMPLOYEE HEALTH, SAFETY, AND ECONOMIC WELLNESS

We continue to monitor the COVID-19 situation and its impacts globally. We are prioritizing the health and safety of our employees. Out of an abundance of caution for the health of our employees and to support local government initiatives to stem the spread of the virus, we implemented several precautions at various sites around the world. These include, but are not limited to:

- Limiting visitor site access to business-essential purposes;
- Enabling employees to work from home wherever and whenever required or appropriate;
- Continuously updating travel guidance, according to latest developments; and
- Complying with all local health authority guidance or regulations and our own protocols, including requesting employees to comply with self-quarantine requirements whenever advisable.

PLANT PRODUCTIVITY AND SAFETY

We continue to operate our manufacturing facilities with minimal disruption in our productivity. As of December 31, 2021, all of our manufacturing sites were operating at normal production levels. We continue to provide essential services and produce essential goods around the world. We employ standards such as screening checks, use of masks, face coverings, and other safety equipment and social distancing practices along production lines in our production facilities at all times in compliance with local government requirements and CDC guidelines. We take appropriate actions including disinfecting and quarantine procedures when a suspected COVID-19 case is identified.

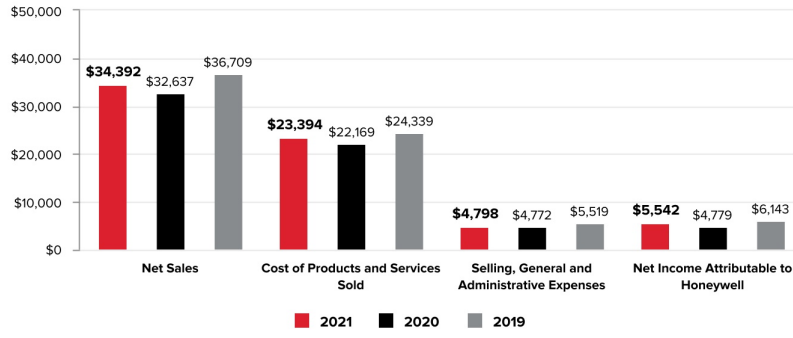
CUSTOMERS AND SUPPLIERS

Current global economic conditions due to COVID-19 continue to impact our customers' and suppliers' ability to operate at normal levels. We continue to work with our suppliers to manage our supply chain disruptions and limit our exposure. We also work closely with our customers to manage expectations and meet their demand needs.

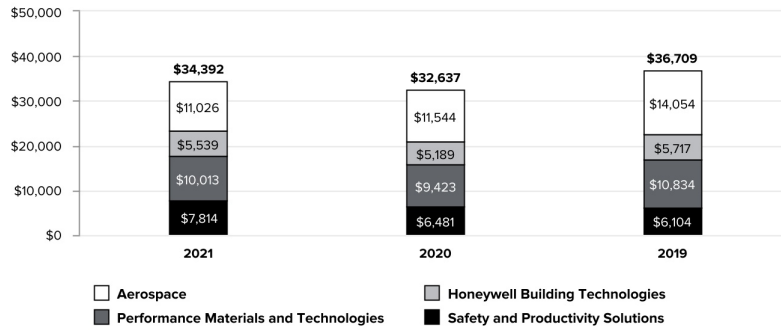
See the section titled Risk Factors for a discussion of risks associated with the potential adverse effects of the COVID-19 pandemic, including the impact of any applicable vaccine mandates.

RESULTS OF OPERATIONS

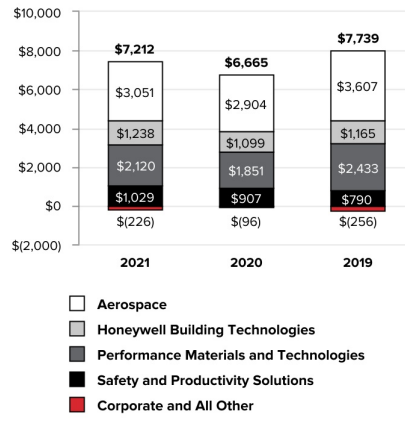
Consolidated Financial Results



Net Sales by Segment

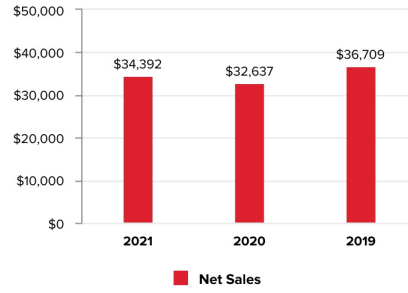


Segment Profit by Segment



CONSOLIDATED OPERATING RESULTS

Net Sales



The change in net sales was attributable to the following:

	2021 Versus 2020	2020 Versus 2019
Volume	1 %	(12)%
Price	3 %	1 %
Foreign Currency Translation	1 %	— %
Acquisitions/Divestitures	— %	— %
	5 %	(11)%

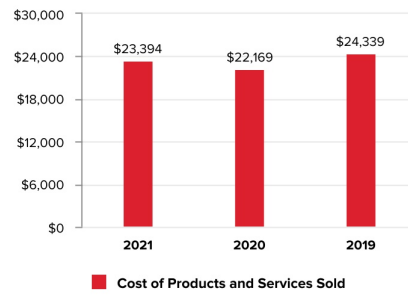
2021 compared with 2020

A discussion of net sales by segment can be found in the Review of Business Segments section of this Management Discussion and Analysis.

Net sales increased due to the following:

- Favorable pricing and price increases to offset the rising cost of materials.
- The favorable impact of foreign currency translation, driven by the weakening of the U.S. Dollar against the currencies of the majority of our international markets, primarily the Euro, British Pound, Chinese Renminbi, Canadian Dollar, and Australian Dollar, and
- Higher sales volumes due to an increase in demand for certain products and services as the global economy showed signs of recovery from the COVID-19 pandemic.

Cost of Products and Services Sold

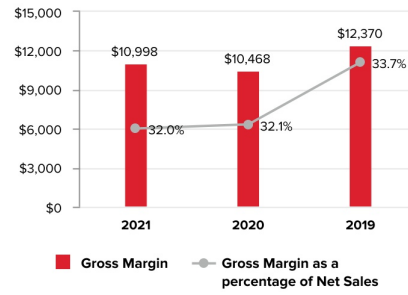


2021 compared with 2020

Cost of products and services sold increased in 2021 primarily due to the following:

- Higher direct and indirect material costs of approximately \$1,350 million, due in part to supply chain constraints, and
- Higher repositioning and other costs of approximately \$150 million,
- Partially offset by cost actions to improve productivity of approximately \$380 million.

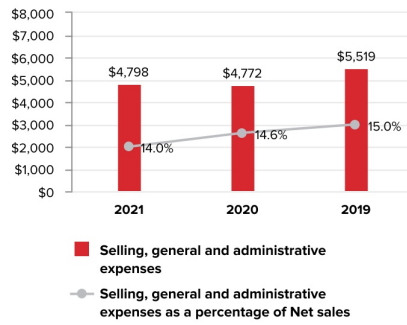
Gross Margin



2021 compared with 2020

Gross margin increased due to the following:

- Favorable pricing,
- Higher productivity,
- The favorable impact of foreign currency translation, and
- Increased demand for our products,
- Partially offset by higher direct and indirect material costs, higher repositioning and other costs of approximately \$150 million, and a larger portion of our sales being driven by our Safety and Productivity Solutions segment.

Selling, General and Administrative Expenses**2021 compared with 2020**

Selling, general and administrative expenses and Selling, general and administrative expenses as a percentage of net sales changed due to the following:

- Higher expenses due to increased sales volumes and labor expense,
- Partially offset by higher productivity, including lower costs resulting from repositioning actions.

Other (Income) Expense

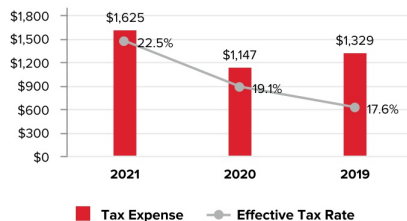
	2021	2020	2019
Other (Income) Expense	\$ (1,378)	\$ (675)	\$ (1,065)

2021 compared with 2020

Other (income) expense increased due to the following:

- Prior year non-cash charges associated with the reduction in value of reimbursement receivables due from Garrett,
- Higher pension income, and
- Gain on sale of the retail footwear business,
- Partially offset by the recognition of an expense related to UOP matters and increased foreign exchange expense. See Note 19 Commitments and Contingencies of Notes to the Consolidated Financial Statements for additional information on UOP Matters.

Tax Expense

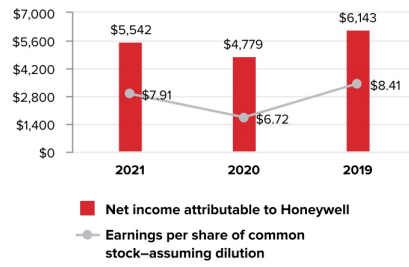


2021 compared with 2020

The effective tax rate for 2021 was higher than the U.S. federal statutory rate of 21% primarily due to the following:

- Accrued withholding taxes related to unremitted foreign earnings,
- The establishment of a valuation allowance for deferred tax assets not expected to be realized, and
- Incremental tax reserves and state taxes,
- Partially offset by the tax impact of restructuring.

For further discussion of changes in the effective tax rate, see Note 5 Income Taxes of Notes to Consolidated Financial Statements.

Net Income Attributable to Honeywell**2021 compared with 2020**

Earnings per share of common stock—assuming dilution increased due to the following:

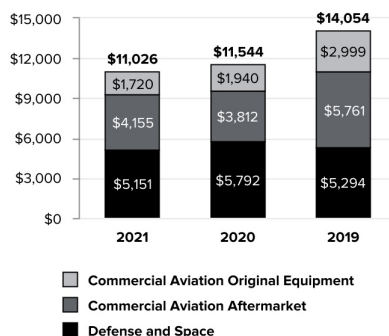
- Higher segment profit,
- Prior year non-cash charges associated with the reduction in value of reimbursement receivables due from Garrett,
- Higher pension income,
- Gain on sale of the retail footwear business, and
- Favorable impact of lower share count,
- Partially offset by higher income taxes, an expense related to UOP matters, and higher foreign exchange expense.

REVIEW OF BUSINESS SEGMENTS

We globally manage our business operations through four segments: Aerospace, Honeywell Building Technologies, Performance Materials and Technologies, and Safety and Productivity Solutions.

AEROSPACE

Net Sales



	2021	2020	Change 2021 vs. 2020	2019	Change 2020 vs. 2019
Net sales	\$ 11,026	\$ 11,544	(4)%	\$ 14,054	(18)%
Cost of products and services sold	7,191	7,813		9,398	
Selling, general and administrative and other expenses	784	827		1,049	
Segment profit	\$ 3,051	\$ 2,904	5 %	\$ 3,607	(19)%

Factors Contributing to Year-Over-Year Change	2021 vs. 2020		2020 vs. 2019	
	Net Sales	Segment Profit	Net Sales	Segment Profit
Organic ⁽¹⁾	(5)%	4 %	(18)%	(20)%
Foreign currency translation	1 %	— %	— %	— %
Acquisitions, divestitures and other, net	— %	1 %	— %	1 %
Total % Change	(4)%	5 %	(18)%	(19)%

⁽¹⁾ Organic sales % change, presented for all of our reportable business segments, is defined as the change in net sales, excluding the impact on sales from foreign currency translation and acquisitions, net of divestitures, for the first 12 months following the transaction date. We believe this non-GAAP measure is useful to investors and management in understanding the ongoing operations and analysis of ongoing operating trends.

2021 compared with 2020

Sales decreased due to lower demand from our commercial OEMs, and domestic and international defense, partially offset by higher demand for our aftermarket products and services, and favorable pricing.

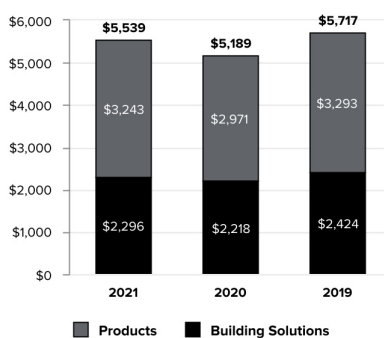
- Commercial Aviation Original Equipment sales decreased 11% (decreased 12% organic) due to lower demand in air transport and regional and business aviation.
- Commercial Aviation Aftermarket sales increased 9% (increased 9% organic) due to higher demand in business aviation.
- Defense and Space sales decreased 11% (decreased 12% organic) driven by lower demand in U.S. and international defense and supply chain constraints.

Cost of products and services sold decreased due to lower sales volumes and higher productivity.

Segment profit increased due to favorable pricing, higher productivity, and higher sales volume of higher margin products and services, partially offset by overall lower sales volume.

HONEYWELL BUILDING TECHNOLOGIES

Net Sales



	2021	2020	Change 2021 vs. 2020	2019	Change 2020 vs. 2019
Net sales	\$ 5,539	\$ 5,189	7 %	\$ 5,717	(9)%
Cost of products and services sold	3,242	3,067		3,444	
Selling, general and administrative and other expenses	1,059	1,023		1,108	
Segment profit	\$ 1,238	\$ 1,099	13 %	\$ 1,165	(6)%

Factors Contributing to Year-Over-Year Change	2021 vs. 2020		2020 vs. 2019	
	Net Sales	Segment Profit	Net Sales	Segment Profit
Organic	4 %	11 %	(9)%	(5)%
Foreign currency translation	3 %	3 %	— %	(1)%
Acquisitions, divestitures and other, net	— %	(1)%	— %	— %
Total % Change	7 %	13 %	(9)%	(6)%

2021 compared with 2020

Sales increased primarily due to the favorable impact of foreign currency translation and favorable pricing.

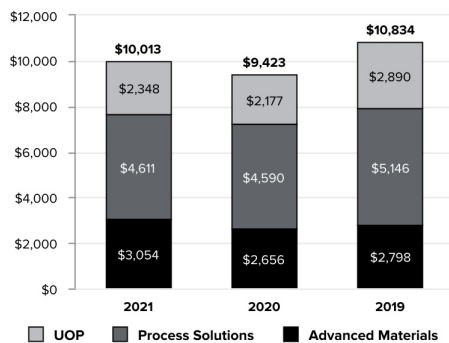
- Sales in Products increased 9% (increased 6% organic) due to higher demand for certain of our product offerings, and the favorable impact of foreign currency translation.
- Sales in Building Solutions increased 4% (flat on an organic basis) due to higher demand for our services businesses, and the favorable impact of foreign currency translation.

Cost of products and services sold increased primarily due to the rising cost of materials and the unfavorable impact of foreign currency translation, partially offset by higher productivity.

Segment profit increased primarily due to higher productivity, higher demand for certain products and services, favorable pricing, and the favorable impact of foreign currency translation, partially offset by the rising cost of materials.

PERFORMANCE MATERIALS AND TECHNOLOGIES

Net Sales



	2021	2020	Change 2021 vs. 2020	2019	Change 2020 vs. 2019
Net sales	\$ 10,013	\$ 9,423	6 %	\$ 10,834	(13)%
Cost of products and services sold	6,637	6,331		6,989	
Selling, general and administrative and other expenses	1,256	1,241		1,412	
Segment profit	\$ 2,120	\$ 1,851	15 %	\$ 2,433	(24)%

Factors Contributing to Year-Over-Year Change	2021 vs. 2020		2020 vs. 2019	
	Net Sales	Segment Profit	Net Sales	Segment Profit
Organic	3 %	14 %	(13)%	(24)%
Foreign currency translation	2 %	2 %	— %	— %
Acquisitions, divestitures and other, net	1 %	(1)%	— %	— %
Total % Change	6 %	15 %	(13)%	(24)%

2021 compared with 2020

Sales increased due to the impact of foreign currency translation, higher demand for certain products, and the acquisition of Sparta Systems.

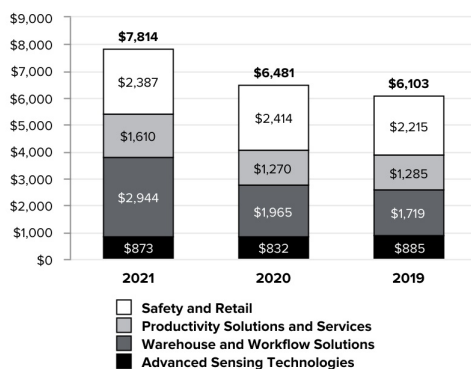
- UOP sales increased 8% (increased 6% organic) due to higher demand for oil and gas products and services, and the favorable impact of foreign currency translation.
- Process Solutions sales were flat (decreased 4% organic). The acquisition of Sparta Systems and the favorable impact of foreign currency translation was offset by lower demand for projects and services.
- Advanced Materials sales increased 15% (increased 13% organic) due to higher demand for fluorine products and the favorable impact of foreign currency translation.

Cost of products and services sold increased due to the rising cost of materials, partially offset by higher productivity.

Segment profit increased due to higher demand for certain products, favorable pricing, partially offset by the rising cost of materials.

SAFETY AND PRODUCTIVITY SOLUTIONS

Net Sales



	2021	2020	Change 2021 vs. 2020	2019	Change 2020 vs. 2019
Net sales	\$ 7,814	\$ 6,481	21 %	\$ 6,104	6 %
Cost of products and services sold	5,738	4,532		4,158	
Selling, general and administrative and other expenses	1,047	1,042		1,156	
Segment profit	\$ 1,029	\$ 907	13 %	\$ 790	15 %

Factors Contributing to Year-Over-Year Change	2021 vs. 2020		2020 vs. 2019	
	Net Sales	Segment Profit	Net Sales	Segment Profit
Organic	22 %	14 %	6 %	16 %
Foreign currency translation	2 %	2 %	— %	(1)%
Acquisitions, divestitures and other, net	(3)%	(3)%	— %	— %
Total % Change	21 %	13 %	6 %	15 %

2021 compared with 2020

Sales increased due to increased demand for certain products and favorable pricing.

- Sales in Safety and Retail decreased 1% (increased 5% organic) due to the sale of the retail footwear business, partially offset by increased demand for certain products.
- Sales in Productivity Solutions and Services increased 27% (increased 25% organic) due to higher demand on certain products.
- Sales in Warehouse and Workflow Solutions increased 50% (increased 49% organic) due to higher demand for warehouse automation and services.
- Sales in Advanced Sensing Technologies increased 5% (increased 3% organic) due to higher demand for certain products and the favorable impact of foreign currency translation.

Cost of products and services sold increased primarily due to higher sales volumes, higher sales on lower margin products, the rising cost of materials, partially offset by the sale of the retail footwear business.

Segment profit increased due to higher sales volumes and favorable pricing, partially offset by higher sales of lower margin products and the rising cost of materials.

CORPORATE AND ALL OTHER

Corporate and All Other primarily includes unallocated corporate costs, interest expense on holding-company debt and the controlling majority-owned interest in Quantinuum. Corporate and All Other is not considered a separate reportable business segment as segment reporting criteria is not met for the activities reported with Corporate and All Other and the Company does not believe the results of operations are meaningful to investors. The Company continues to monitor the activities in Corporate and All Other to determine the need for further reportable business segment disaggregation.

REPOSITIONING CHARGES

See Note 4 Repositioning and Other Charges of Notes to Consolidated Financial Statements for a discussion of our repositioning actions and related charges incurred in 2021, 2020, and 2019. Cash spending related to our repositioning actions was \$382 million, \$564 million and \$249 million in 2021, 2020, and 2019, and was funded through operating cash flows.

RISK FACTORS

Our business, operating results, cash flows and financial condition are subject to the material risks and uncertainties set forth below, any one of which could cause our actual results to vary materially from recent results or from our anticipated future results.

MACROECONOMIC AND INDUSTRY RISKS

Each of our businesses is subject to unique industry and economic conditions that may adversely affect the markets and operating conditions of our customers, which in turn can affect demand for our products and services and our results of operations.

- **Aerospace**—Our Aerospace business is impacted by customer buying patterns of aftermarket parts, supplier stability, factory transitions, and global supply chain capacity constraints that may lead to shortages of crucial components. Operating results may be adversely affected by downturns in the global demand for air travel, which may impact new aircraft production or result in the delay or cancellation of new aircraft orders, delays in launch schedules for new aircraft, the retirement of aircraft and reductions in global flying hours, which impacts air transport and regional, business, and general aviation aircraft utilization rates. Operating results may also be adversely affected by any decrease in air travel demand due to regional restrictions or suspension of service for public health, safety, or environmental events, such as the effects of the COVID-19 pandemic, which impacted our operating results. Operating results could also be impacted by changes in overall trends related to end market demand for the product portfolio, as well as new entrants and non-traditional players entering the market. Operating results in our Defense and Space business unit may be affected by the mix of U.S. and foreign government appropriations for defense and space programs and by compliance risks. Results may also be impacted by the potential introduction of counterfeit parts into our global supply chain.
- **Honeywell Building Technologies**—Operating results may be adversely impacted by downturns in the level of global commercial construction activity (including retrofits and upgrades), lower capital spending and operating expenditures on building projects, changes in the competitive landscape including new market entrants and new technologies, and fluctuations in inventory levels in distribution channels.
- **Performance Materials and Technologies**—Operating results may be adversely impacted by downturns in capacity utilization for chemical, industrial, refining, petrochemical, and semiconductor plants, our customers' availability of capital for refinery construction and expansion, raw material demand and supply, product commoditization, continued illegal imports of hydrofluorocarbons into Europe, and our ability to maximize our facilities' production capacity and minimize downtime. Periods of increased volatility in oil and natural gas prices may result in less investment by our customers and therefore, lower demand for our products and services.
- **Safety and Productivity Solutions**—Operating results may be adversely impacted by reduced investments in process automation, safety monitoring, and plant capacity utilization initiatives, fluctuations in retail markets, a slowdown in demand for safety products, changes in the competitive landscape, including new market entrants and technology that may lead to product commoditization, and adverse industry economic conditions, all of which could result in lower market share, reduced selling prices and lower margins.

The global COVID-19 pandemic and related impacts have adversely affected and may continue to adversely affect, our business, financial condition, results of operations, liquidity, and cash flow.

The continued global spread of COVID-19 creates significant volatility, uncertainty and economic disruption that have impacted our business, operations, and financial results and may continue to do so. The extent to which the COVID-19 pandemic will continue to impact our business, operations and financial results will depend on numerous evolving factors that we may not be able to accurately predict, including: the duration, scope and severity of the pandemic, including emergence and impact of new variants; some of which have been, and may be in the future, more virulent or transmissible than the initial strain, and any continued increase in cases globally and across the United States in particular, including breakthrough infections among the fully vaccinated population, as well as the timing, availability, and acceptance of effective medical treatments and vaccines; the pace of vaccine deployment; the impact of vaccine mandates, governmental, business and individual decisions and actions; the impact of the pandemic on economic activity; and the extent to which we or our employees, customers, suppliers, service providers or other business partners may be prevented from conducting normal business activities, including due to shutdowns or other restrictive measures that may be requested or mandated by governmental authorities. These factors could, among other things, continue to disrupt (i) the purchasing, contracting and payment behaviors of our customers and their end-users; (ii) our operations, including our manufacturing activities, the shipment of our products, and the performance of our suppliers and service providers; and (iii) our liquidity and cash flow.

Risks arising from the COVID-19 pandemic impacting our business and that may continue to impact our business, financial condition, results of operations and prospects include, among other things:

- **Customer Risk**—Existing and potential customers and their end-users may continue to take actions to reduce or suspend operations, reduce or delay spending, cancel contracts, or cut costs in a manner that reduces demand for our products and services. In particular, lower demand for air travel may continue to cause our customers to delay or suspend spending in connection with the manufacturing, repair, overhaul or servicing of aircraft, and there may be long-term deterioration in demand for air travel that could impact our business beyond the current COVID-19 health crisis. Customers may also continue to attempt to renegotiate contracts and obtain concessions, face financial constraints on their ability to make payments to us on a timely basis or at all, or enter into bankruptcy or discontinue their business operations, and we may continue to be required to discount the pricing of our products. In addition, unfavorable customer site conditions, such as closure of or access restrictions to customer facilities, and disruptions to our customers' third-party logistics, warehousing, inventory management, and distribution services may continue to limit our ability to sell products, meet billing milestones, or provide services.
- **Operations Risk**—The closure of our facilities, restrictions inhibiting our employees' ability to access those facilities, materials and labor shortages, and disruptions to the ability of our suppliers or service providers to deliver goods or services to us (including as a result of supplier facility closures or access restrictions, disruptions to their supply chains, and supplier liquidity or bankruptcy risk) could further disrupt our ability to provide our services and solutions and result in, among other things, higher costs which may not be recoverable under customer contracts, claims for liquidated damages in the event of delays, terminations of customer contracts and losses of revenue. Because the COVID-19 pandemic could adversely affect our near-term and long-term revenues, earnings, liquidity, and cash flows, we have taken and may be required to redeploy significant cost actions, including but not limited to reducing discretionary expenses (such as non-essential travel, contractors, and consultants), reducing hiring, canceling annual merit increases, reducing executive and board of director pay, reducing work schedules across the enterprise, shortening or staggering work schedules to match production with demand, and reducing staffing levels, as well as increasing supplier-based productivity and enhancing spending-limit controls. However, the extent to which our mitigation efforts are successful, if at all, is not currently ascertainable, also, our costs may not decrease at the same pace as revenue declines as many of our costs are less variable in nature, and we may not be able to or may not choose to significantly reduce them in an effort to remain focused on long-term outlook and growth opportunities. Further, our management of the impact of COVID-19 will continue to require significant investment of time from our management and employees, as well as resources across our global enterprise. The focus on managing and mitigating the impacts of COVID-19 on our business may cause us to divert or delay the application of our resources toward new initiatives or investments, which may adversely impact our future results of operations. Issues relating to the COVID-19 pandemic may also result in legal claims or litigation against us. In addition, remote work has increased the frequency of cybersecurity attacks, including phishing, and malware attempts that utilize COVID-19-related strategies, increasing the risk of a material cybersecurity incident that could result in the loss of proprietary or personal data, render us more vulnerable to future cybersecurity attacks, disrupt our operations, or otherwise cause us reputational or financial harm.
- **Liquidity and Cash Flow Risk**—Because of the customer and operations risks described above, our business may not continue to generate sufficient cash flow from operations in the future to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may need to use existing cash balances to service our debt, and if such balances are insufficient, then we may be required to engage in one or more alternatives, such as selling assets, restructuring of existing debt, issuing new debt, or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time.

Due to the changing landscape of the COVID-19 pandemic and the responses to curb its spread, we cannot predict the ultimate impact the COVID-19 pandemic will have on our business, financial condition, results of operations, liquidity, and cash flow. Any recovery from the COVID-19 pandemic and related economic impact may be slowed or reversed by a variety of factors. In addition, even after the COVID-19 pandemic has subsided, we may continue to experience adverse impacts to our business as a result of its global economic impact, including any recession that may occur in the future. Further, many of the factors disclosed under Risk Factors in this Form 10-K are, and we anticipate will continue to be further, heightened or exacerbated by the impact of the COVID-19 pandemic.

A significant percentage of our sales and operations is in non-U.S. jurisdictions and is subject to the economic, political, regulatory, foreign exchange, and other risks of international operations.

Our international operations, including U.S. exports, represent more than half of the Company's sales. Risks related to international operations include exchange control regulations, wage and price controls, antitrust regulations, employment regulations, foreign investment laws, import, export and other trade restrictions (such as sanctions and embargoes), differing levels of protection of intellectual property, acts of industrial espionage, violations by our employees of anti-corruption laws (despite our efforts to mitigate such risk), changes in regulations regarding transactions with state-owned enterprises, nationalization of private enterprises, acts of terrorism, acts of war, civil strife, and our ability to hire and maintain qualified staff and maintain the safety of our employees in these regions. Instability and uncertainties arising from the global geopolitical environment and the evolving international and domestic political, regulatory, and economic landscape, including the potential for changes in global trade policies, including sanctions and trade barriers, and trends such as populism, economic nationalism and negative sentiment toward multinational companies, as well as the cost of compliance with increasingly complex and often conflicting regulations worldwide, can impair our flexibility in modifying product, marketing, pricing or other strategies for growing our businesses, as well as our ability to improve productivity and maintain acceptable operating margins.

Existing free trade laws and regulations provide certain beneficial duties and tariffs for qualifying imports and exports. Changes in laws or policies governing the terms of foreign trade, and in particular increased trade restrictions, tariffs or taxes on imports from countries where we manufacture products or from where we import products or raw materials, either directly or through our suppliers, could have an impact on our competitive position and financial results.

The United States continues to implement certain trade actions, including imposing tariffs on certain goods imported from China and other countries, which has resulted in retaliatory tariffs by China and other countries. Additional tariffs, export controls and sanctions laws imposed by the United States on a broader range of imports, or further retaliatory trade measures taken by China or other countries in response, could increase the cost of our products. The United States and other countries may implement actions, including trade actions, tariffs, export controls, and sanctions, against other countries or localities, including potentially against certain Russian government, government-related, or other entities or individuals related to actions in Ukraine, which along with any retaliatory measures could increase costs, adversely affect our operations, or adversely affect our ability to meet contractual and financial obligations.

Operating outside of the United States also exposes us to foreign exchange risk, which we monitor and seek to reduce through hedging activities. However, foreign exchange hedging activities bear a financial cost and may not always be available to us or be successful in eliminating such volatility. Finally, we generate significant amounts of cash outside of the United States that is invested with financial and non-financial counterparties. While we employ comprehensive controls regarding global cash management to guard against cash or investment loss and to ensure our ability to fund our operations and commitments, a material disruption to the counterparties with whom we transact business could expose Honeywell to financial loss.

Operating outside the United States also exposes us to additional intellectual property risk. The laws and enforcement practices of certain jurisdictions in which we operate may not protect our intellectual property rights to the same extent as in the United States and may impose joint venture, technology transfer, local service or other foreign investment requirements, and restrictions that potentially compromise control over our technology and proprietary information. Failure of foreign jurisdictions to protect our intellectual property rights, an inability to effectively enforce such rights in foreign jurisdictions, or the imposition of foreign jurisdiction investment or sourcing restrictions or requirements could result in loss of valuable proprietary information and could impact our competitive position and financial results.

Risks related to our defined benefit pension plans may adversely impact our results of operations and cash flow.

Significant changes in actual investment return on pension assets, discount rates, and other factors could adversely affect our results of operations and require cash pension contributions in future periods. Changes in discount rates and actual asset returns different than our anticipated asset returns can result in significant non-cash actuarial gains or losses, which we record in the fourth quarter of each fiscal year, and, if applicable, in any quarter in which an interim re-measurement is triggered. With regard to cash pension contributions, funding requirements for our pension plans are largely dependent upon interest rates, actual investment returns on pension assets and the impact of legislative or regulatory changes related to pension funding obligations.

OPERATIONAL RISKS

Raw material price fluctuations, inflation, the ability of key suppliers to meet quality and delivery requirements, or catastrophic events can increase the cost of our products and services, impact our ability to meet commitments to customers and cause us to incur significant liabilities.

The cost of raw materials is a key element in the cost of our products, particularly in Performance Materials and Technologies (copper, fluorspar, tungsten salts, ethylene, aluminum, and molybdenum) and in Aerospace (nickel, steel, titanium and other metals). As of December 31, 2021, Aerospace and Performance Materials and Technologies had 80% and 63%, respectively, of raw materials supply base under contract. Due to supply chain constraints and labor shortages, including as a result of the ongoing COVID-19 pandemic, there have been recent inflationary trends in the cost of raw materials, including increases in labor and freight costs, for the transportation of raw materials. Our inability to offset material price or labor inflation through increased prices to customers, formula-driven or long-term fixed price contracts with suppliers, productivity actions or commodity hedges could adversely affect our results of operations.

Many major components, product equipment items, and raw materials, particularly in Aerospace, are procured or subcontracted on a single or sole-source basis. Although we maintain a qualification and performance surveillance process and we believe that sources of supply for raw materials and components are generally adequate, it is difficult to predict what effects shortages or price increases, in addition to other supply chain disruptions, may have in the future. Our ability to manage inventory and meet delivery requirements may be constrained by our suppliers' inability to scale production and adjust delivery of long-lead time products during times of volatile demand. In addition, current or future global economic uncertainty, including the ongoing COVID-19 pandemic, may affect the financial stability of our key suppliers or their access to financing, which may in turn affect their ability to perform their obligations to us. If one or more of our suppliers experiences financial difficulties, delivery delays or other performance problems, our resulting inability to fill our supply needs would jeopardize our ability to fulfill obligations under commercial and government contracts, which could, in turn, result in reduced sales and profits, contract penalties or terminations, and damage to customer relationships.

We may be unable to successfully execute or effectively integrate acquisitions, and divestitures may not occur as planned.

We regularly review our portfolio of businesses and pursue growth through acquisitions and seek to divest non-core businesses. We may not be able to complete transactions on favorable terms, on a timely basis, or at all. In addition, our results of operations and cash flows may be adversely impacted by (i) the failure of acquired businesses to meet or exceed expected returns, including risk of impairment; (ii) the failure to integrate multiple acquired businesses into Honeywell simultaneously and on schedule and/or to achieve expected synergies; (iii) the inability to dispose of non-core assets and businesses on satisfactory terms and conditions; and (iv) the discovery of unanticipated liabilities, labor relations difficulties, cybersecurity concerns, compliance issues, or other problems in acquired businesses for which we lack contractual protections, insurance or indemnities, or, with regard to divested businesses, claims by purchasers to whom we have provided contractual indemnification.

Our future growth is largely dependent upon our ability to develop new technologies and introduce new products that achieve market acceptance in increasingly competitive markets with acceptable margins.

Our future growth rate depends upon a number of factors, including our ability to (i) identify and evolve with emerging technological and broader industry trends in our target end-markets; (ii) develop and maintain competitive products; (iii) defend our market share against an ever-expanding number of competitors, including many new and non-traditional competitors; (iv) enhance our products by adding innovative features that differentiate our products from those of our competitors and prevent commoditization of our products; (v) develop, manufacture, and bring compelling new products to market quickly and cost-effectively; (vi) monitor disruptive technologies and business models; (vii) achieve sufficient return on investment for new products introduced based on capital expenditures and research and development spending; (viii) respond to changes in overall trends related to end-market demand; and (ix) attract, develop, and retain individuals with the requisite technical expertise and understanding of customers' needs to develop new technologies and introduce new products. Competitors may also develop after-market services and parts for our products which attract customers and adversely affect our return on investment for new products. The failure of our technologies or products to gain market acceptance due to more attractive offerings by our competitors or the failure to address any of the above factors could significantly reduce our revenues and adversely affect our competitive standing and prospects.

Failure to increase productivity through sustainable operational improvements, as well as an inability to successfully execute repositioning projects or to effectively manage our workforce, may reduce our profitability or adversely impact our businesses.

Our profitability and margin growth are dependent upon our ability to drive sustainable improvements. We seek productivity and cost savings benefits through repositioning actions and projects, such as consolidation of manufacturing facilities, transitions to cost-competitive regions, and product line rationalizations. Risks associated with these actions include delays in execution, additional unexpected costs, realization of fewer than estimated productivity improvements, and adverse effects on employee morale. We may not realize the full operational or financial benefits we expect, the recognition of these benefits may be delayed, and these actions may potentially disrupt our operations. In addition, organizational changes, increased attrition, failure to create and implement a succession plan for key Company positions, not retaining key talent, inability to attract new employees with unique skills, trends in rising labor costs and labor availability, labor relations difficulties, or workforce stoppage could have a material adverse effect on our business, reputation, financial position and results of operations.

As a supplier to the U.S. government, we are subject to unique risks, such as the right of the U.S. government to terminate contracts for convenience and to conduct audits and investigations of our operations and performance.

U.S. government contracts are subject to termination by the government, either for the convenience of the government or for our failure to perform consistent with the terms of the applicable contract. Our contracts with the U.S. government are also subject to government audits that may recommend downward price adjustments and other changes. When appropriate and prudent, we made adjustments and paid voluntary refunds in the past and may do so in the future.

We are also subject to government investigations of business practices and compliance with government procurement and security regulations. If, as a result of any such investigation or other government investigations (including investigation of violations of certain environmental, employment or export laws), Honeywell or one of its businesses were found to have violated applicable law, then it could be suspended from bidding on or receiving awards of new government contracts, suspended from contract performance pending the completion of legal proceedings and/or have its export privileges suspended.

Our operations and the prior operations of predecessor companies expose us to the risk of material environmental liabilities.

Mainly because of past operations and operations of predecessor companies, we are subject to potentially material liabilities related to the remediation of environmental hazards and to claims of personal injuries or property damages that may be caused by hazardous substance releases and exposures. We continue to incur remedial response and voluntary clean-up costs for site contamination and are a party to lawsuits and claims associated with environmental and safety matters, including past production of products containing hazardous substances. Additional lawsuits, claims and costs involving environmental matters are likely to continue to arise in the future. Various federal, state, local and foreign governments regulate the use of certain materials, the discharge of materials into the environment, and/or communications respecting certain materials in our products, and can impose substantial fines and criminal sanctions for violations, and require injunctive relief measures, including installation of costly equipment, implementation of operational changes to limit emissions and/or decrease the likelihood of accidental hazardous substance releases, or limiting access of our products to markets, among others. In addition, changes in laws, regulations and enforcement of policies, the discovery of previously unknown contamination or new technology or information related to individual sites, the establishment of stricter toxicity standards with respect to certain contaminants, or the imposition of new clean-up requirements or remedial techniques could require us to incur additional costs in the future that would have a negative effect on our financial condition or results of operations.

Cybersecurity incidents could disrupt business operations, result in the loss of critical and confidential information, and adversely impact our reputation and results of operations.

Global cybersecurity threats and incidents can range from uncoordinated individual attempts to gain unauthorized access to information technology (IT) systems to sophisticated and targeted measures known as advanced persistent threats, directed at the Company, its products, its customers and/or its third party service providers, including cloud providers. Our customers, including the U.S. government, are increasingly requiring cybersecurity protections and mandating cybersecurity standards in our products, and we may incur additional costs to comply with such demands. While we have experienced, and expect to continue to experience, these types of threats and incidents, none of them to date have been material to the Company. We seek to deploy comprehensive measures to deter, prevent, detect, respond to and mitigate these threats, including identity and access controls, data protection, vulnerability assessments, continuous monitoring of our IT networks and systems and maintenance of backup and protective systems. Despite these efforts, cybersecurity incidents (against us or parties with whom we contract), depending on their nature and scope, could potentially result in the misappropriation, destruction, corruption or unavailability of critical data and confidential or proprietary information (our own or that of third parties) and the disruption of business operations. The potential consequences of a material cybersecurity incident and its effects include financial loss, reputational damage, litigation with third parties, theft of intellectual property, fines levied by the Federal Trade Commission or other government agencies, diminution in the value of our investment in research, development and engineering, and increased cybersecurity protection and remediation costs due to the increasing sophistication and proliferation of threats, which in turn could adversely affect our competitiveness and results of operations. In addition, cybersecurity laws and regulations continue to evolve, and are increasingly demanding, both in the U.S. and globally, which adds compliance complexity and may increase our costs of compliance and expose us to reputational damage or litigation, monetary damages, regulatory enforcement actions or fines in one or more jurisdictions. While we carry cyber insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim.

The development of technology products and services presents security and safety risks.

An increasing number of our products, services, and technologies are delivered with Internet of Things (IoT) capabilities and the accompanying interconnected device networks, which include sensors, data and advanced computing capabilities. We have developed product software designs that we believe are less susceptible to cyber-attacks, but despite these efforts, if our products and services that include IoT solutions do not work as intended or are compromised, the possible consequences include financial loss, reputational damage, exposure to legal claims or enforcement actions, theft of intellectual property, and diminution in the value of our investment in research, development and engineering, which in turn could adversely affect our competitiveness and results of operations.

Data privacy, data protection, and information security may require significant resources and present certain risks.

We collect, store, have access to and otherwise process certain confidential or sensitive data, including proprietary business information, personal data or other information that is subject to privacy and security laws, regulations and/or customer-imposed controls. Despite our efforts to protect such data, we may be vulnerable to material security breaches, theft, misplaced or lost data, programming errors, or employee errors that could potentially lead to the compromising of such data, improper use of our systems, software solutions or networks, unauthorized access, use, disclosure, modification or destruction of information, defective products, production downtimes and operational disruptions. In addition, we operate in an environment in which there are different and potentially conflicting data privacy laws in effect in the various U.S. states and foreign jurisdictions in which we operate and we must understand and comply with each law and standard in each of these jurisdictions while ensuring the data is secure. For example, European laws require us to have an approved legal mechanism to transfer personal data out of Europe; the European Union General Data Protection Regulation, which became enforceable in May 2018, superseded prior European Union data protection legislation and imposes more stringent requirements in how we collect and process personal data and provides for significantly greater penalties for noncompliance; and several other states and countries have passed or are considering laws that require personal data relating to their residents or citizens to be maintained on local servers and impose additional data transfer restrictions. Government enforcement actions can be costly and interrupt the regular operation of our business, and violations of data privacy laws can result in fines, reputational damage and civil lawsuits, any of which may adversely affect our business, reputation and financial statements.

A material disruption of our operations, particularly at our manufacturing facilities or within our information technology infrastructure, could adversely affect our business.

Our facilities, supply chains, distribution systems, and information technology systems are subject to catastrophic loss due to natural disasters or other disruptions, including hurricanes and floods, power outages, fires, explosions, terrorism, equipment failures, sabotage, cyber incidents, any potential effects of climate change and adverse weather conditions, labor disputes, critical supply failure, inaccurate downtime forecast, political disruption, public health crises, like a regional or global pandemic, and other reasons, which can result in undesirable consequences, including financial losses and damaged relationships with customers. The ongoing COVID-19 pandemic has disrupted and may continue to disrupt our supply chain, distribution channels, production facilities, operations and customer demand, which has negatively impacted our operations and adversely affected our business and could continue to do so. We employ information technology systems and networks to support the business and rely on them to process, transmit and store electronic information, and to manage or support a variety of business processes and activities. Disruptions to our information technology infrastructure from system failures, shutdowns, power outages, telecommunication or utility failures, cybersecurity incidents, and other events, including disruptions at our cloud computing, server, systems and other third party IT service providers, could interfere with our operations, interrupt production and shipments, damage customer and business partner relationships, and negatively impact our reputation.

Concentrations of credit, counterparty and market risk may adversely affect our results of operations and financial condition.

We maintain long-term contractual relationships with many of our customers, suppliers, and other counterparties. While we monitor the financial health of these counterparties, we are exposed to credit and market risks of such counterparties, including those concentrated in the same or similar industries and geographic regions. Changes in economic conditions, including the impact of the COVID-19 pandemic, could also lead to concerns about the creditworthiness of counterparties in the same or similar industry or geography, impacting our ability to renew our long-term contractual arrangements or collect amounts due under these arrangements. Among other factors, changes in economic conditions could also result in the credit deterioration or insolvency of a significant counterparty.

We are impacted by increasing stakeholder interest in public company performance, disclosure, and goal-setting with respect to environmental, social, and governance (ESG) matters.

In response to growing customer, investor, employee, governmental, and other stakeholder interest in our ESG practices, including our procedures, standards, performance metrics, and goals, we have increased reporting of our ESG programs and performance and have established and announced goals and other objectives related to ESG matters. These goal statements reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our ability to achieve any goal or objective, including with respect to ESG initiatives, is subject to numerous risks, many of which are outside of our control. Examples of such risks include: (1) the availability and cost of low- or non-carbon-based energy sources and technologies, (2) evolving regulatory requirements affecting ESG standards or disclosures, (3) the availability of suppliers that can meet our sustainability, diversity and other standards, (4) our ability to recruit, develop, and retain diverse talent in our labor markets, and (5) the impact of our organic growth and acquisitions or dispositions of businesses or operations. In addition, standards for tracking and reporting on ESG matters have not been harmonized and continue to evolve. Our processes and controls for reporting of ESG matters may not always comply with evolving and disparate standards for identifying, measuring, and reporting ESG metrics, our interpretation of reporting standards may differ from those of others, and such standards may change over time, any of which could result in significant revisions to our performance metrics, goals or reported progress in achieving such goals. In addition, certain of our products and services, including offerings in our Defense and Space business unit, are unattractive to certain investors and may cause us to be increasingly subject to ESG-driven investment practices that preclude investment in our debt and equity.

If our ESG practices or business portfolio do not meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees and our attractiveness as an investment, supplier, business partner, or acquirer could be negatively impacted. In addition, our failure or perceived failure to pursue or fulfill our goals, targets, and objectives or to satisfy various reporting standards within the timelines we announce, or at all, could have similar negative impacts and expose us to government enforcement actions and private litigation.

LEGAL AND REGULATORY RISKS

Our U.S. and non-U.S. tax liabilities are dependent, in part, upon the distribution of income among various jurisdictions in which we operate.

Our future results of operations could be adversely affected by changes in the effective tax rate as a result of a change in the mix of earnings in countries with differing statutory tax rates, changes in tax laws (e.g., potential tax law changes in the United States to increase the U.S. Corporate tax rate), regulations and judicial rulings (or changes in the interpretation thereof), potential taxation of digital services, changes in generally accepted accounting principles, changes in the valuation of deferred tax assets and liabilities, changes in the amount of earnings permanently reinvested offshore, the results of audits and examinations of previously filed tax returns and continuing assessments of our tax exposures, and various other governmental enforcement initiatives. Our tax expense includes estimates of tax reserves and reflects other estimates and assumptions, including assessments of future earnings of the Company, which could impact the valuation of our deferred tax assets.

Changes in legislation or government regulations or policies can have a significant impact on our results of operations.

The sales and margins of each of our segments are directly impacted by government regulations, including environmental, safety, performance, and product certification regulations. Within Aerospace, the operating results of Commercial Original Equipment and Commercial Aftermarket may be impacted by, among other things, mandates of the Federal Aviation Administration and other similar international regulatory bodies requiring the installation of equipment on aircraft. Our Defense and Space business unit may be affected by changes in government procurement regulations. Within Honeywell Building Technologies and Safety and Productivity Solutions, the demand for and cost of providing products, services and solutions can be impacted by fire, security, safety, health care, environmental, and energy efficiency standards and regulations. Performance Materials and Technologies' results of operations can be impacted by environmental standards, regulations, and judicial determinations. Growth in all our businesses within emerging markets may be adversely impacted by the inability to acquire and retain qualified employees where local employment law mandates may be restrictive. Changes in such regulations and government policies could negatively impact us; for instance, noncompliance with legislation and regulations can result in fines and penalties, and compliance with any new regulations or policies may be burdensome and/or require significant expenditures.

Increased public awareness and concern regarding global climate change and other ESG matters may result in more international, regional and/or federal regulatory or other stakeholder requirements or expectations that could mandate more restrictive or expansive standards, such as stricter limits on greenhouse gas emissions or more prescriptive reporting of environmental, social, and governance metrics, practices and targets, than the voluntary commitments that the Company has adopted or require such changes on a more accelerated time frame. There continues to be a lack of consistent climate legislation, which creates economic and regulatory uncertainty; however, there has been an increasing amount of legislative and regulatory activity, particularly in the European Union, United Kingdom, and U.S. If environmental laws or regulations are either changed or adopted and impose significant operational restrictions and compliance requirements upon the Company or its products, they could negatively impact the Company's business, capital expenditures, results of operations, financial condition and competitive position.

We cannot predict with certainty the outcome of litigation matters, government proceedings and other contingencies and uncertainties.

We are subject to a number of lawsuits, investigations, and disputes (some of which involve substantial amounts claimed) arising out of the conduct of our business, including matters relating to commercial transactions, government contracts, product liability (including asbestos), prior acquisitions and divestitures, employment, employee benefits plans, intellectual property, antitrust, anti-corruption, accounting, import and export, and environmental, health and safety matters. Our potential liabilities are subject to change over time due to new developments, changes in settlement strategy or the impact of evidentiary requirements, and we may become subject to or be required to pay damage awards or settlements that could have a material adverse effect on our results of operations, cash flows and financial condition. While we maintain insurance for certain risks, the amount of our insurance coverage may not be adequate to cover the total amount of all insured claims and liabilities. The incurrence of significant liabilities for which there is no or insufficient insurance coverage could adversely affect our results of operations, cash flows, liquidity and financial condition.

Vaccine mandates applicable to us, including the U.S. presidential executive order concerning mandatory COVID-19 vaccination of U.S.-based employees of companies that work on or in support of federal contracts could have a material adverse impact on our business and results of operations.

On September 9, 2021, President Biden issued an executive order for U.S. government contractors to mandate vaccination against COVID-19. The executive order covers U.S.-based employees at work locations that directly work on or in support of contracts with the U.S. government. On December 7, 2021, the U.S. District Court for the Southern District of Georgia imposed a nationwide injunction of the executive order, temporarily staying all requirements in the executive order. The District Court's order was appealed to the Eleventh Circuit Court of Appeals, which declined to lift the injunction. It is expected that the U.S. government will appeal the stay to the United States Supreme Court. We implemented a vaccine mandate requiring all U.S.-based employees at work locations that work on or in support of contracts with the U.S. government to receive their first vaccine dose, or a medical or religious exemption, by January 4, 2022. Employees who did not satisfy these requirements, which represented less than 1% of eligible employees, were placed on unpaid leave effective January 10, 2022, and were terminated if they had not taken steps to comply by January 28, 2022. The Company has adopted a vaccine mandate for all U.S.-based prospective and future employees.

In addition, on September 9, 2021, President Biden announced that he directed the OSHA to develop an ETS mandating either the full vaccination or weekly testing of employees for employers with 100 or more employees. The OSHA ETS was published in the federal register on November 5, 2021, and mandates that employees of employers with 100 or more employees either become fully vaccinated by receiving the final dose of an approved COVID-19 vaccine on or before January 4, 2022, or undergo weekly testing. On January 13, 2022, the U.S. Supreme Court re-imposed a stay of the ETS and returned the case to the Sixth Circuit Court of Appeals. The majority of the Supreme Court held that the challengers to the ETS were likely to prevail on the merits because OSHA exceeded its statutory authority. While the Supreme Court's ruling enjoined OSHA from imposing its mandate, the ruling has no impact on the ability of private employers to impose their own vaccine mandate. On January 25, 2022, OSHA announced it was withdrawing the ETS as a result of the U.S. Supreme Court ruling. However, Honeywell has implemented a vaccine mandate for its U.S. employees who were not subject to the executive order described in the above paragraph.

Additional vaccine mandates, or the requirement for employees to receive vaccine booster doses, may be announced in other jurisdictions in which our businesses operate. Our implementation of existing or additional vaccine mandates may result in attrition, including attrition of critically skilled labor, and difficulty securing future labor needs, which could have a material adverse effect on our business, financial condition, and results of operations.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

Information relating to market risks is included within Liquidity and Capital Resources of our Form 10-K under the caption "Financial Instruments".

LIQUIDITY AND CAPITAL RESOURCES

(Dollars in tables in millions)

We continue to manage our businesses to maximize operating cash flows as the primary source of liquidity. Each of our businesses is focused on increasing operating cash flows through revenue growth, margin expansion, and improved working capital turnover. Additional sources of liquidity include committed credit lines, short-term debt from the commercial paper market, long-term borrowings, access to the public debt and equity markets, U.S. cash balances, and the ability to access non-U.S. cash balances.

CASH

We monitor the third-party depository institutions that hold our cash and cash equivalents on a daily basis. Our emphasis is primarily safety of principal and secondarily maximizing yield of those funds. We diversify our cash and cash equivalents among counterparties to minimize exposure to any one of these entities. As of December 31, 2021 and 2020, we held \$11.5 billion and \$15.2 billion, respectively, of cash and cash equivalents, including our short-term investments.

BORROWINGS

Consolidated total borrowings were \$19.6 billion and \$22.4 billion as of December 31, 2021 and 2020, respectively.

	December 31,	
	2021	2020
Commercial paper and other short-term borrowings	\$ 3,542	\$ 3,597
Variable rate notes	622	1,122
Fixed rate notes	15,314	17,399
Other	121	266
Total borrowings	\$ 19,599	\$ 22,384

A source of liquidity is our ability to access the commercial paper market. Commercial paper notes are sold at a discount or premium and have a maturity of not more than 365 days from date of issuance. Borrowings under the commercial paper program are available for general corporate purposes as well as for financing acquisitions. The weighted average interest rate on commercial paper and other short-term borrowings outstanding were 0.07% and 0.27% as of December 31, 2021 and 2020.

We also have the following revolving credit agreements:

- A \$1.5 billion 364-Day Credit Agreement (the 364-Day Credit Agreement) with a syndicate of banks, dated March 31, 2021, and amended on November 18, 2021. This 364-Day Credit Agreement is maintained for general corporate purposes. The 364-Day Credit Agreement replaced the 364-day credit agreement dated as of April 10, 2020, which was terminated on March 31, 2021. As of December 31, 2021, there were no outstanding borrowings under our 364-Day Credit Agreement.
- A \$4.0 billion Five Year Credit Agreement (the 5-Year Credit Agreement) with a syndicate of banks, dated March 31, 2021, and amended on November 18, 2021. This 5-Year Credit Agreement is maintained for general corporate purposes. Commitments under the 5-Year Credit Agreement can be increased pursuant to the terms of the 5-Year Credit Agreement to an aggregate amount not to exceed \$4.5 billion. The 5-Year Credit Agreement amended and restated the previously reported \$4.0 billion amended and restated five-year credit agreement dated as of April 26, 2019. As of December 31, 2021, there were no outstanding borrowings under our 5-Year Credit Agreement.

We also have a current shelf registration statement filed with the SEC under which we may issue additional debt securities, common stock, and preferred stock that may be offered in one or more offerings on terms to be determined at the time of the offering. We anticipate that net proceeds of any offering would be used for general corporate purposes, including repayment of existing indebtedness, share repurchases, capital expenditures and acquisitions.

CREDIT RATINGS

Our ability to access the global debt capital markets and the related cost of these borrowings, is affected by the strength of our credit rating and market conditions. Our credit ratings are periodically reviewed by the major independent debt-rating agencies. As of December 31, 2021, S&P Global Inc. (S&P), Fitch Ratings Inc. (Fitch), and Moody's Investor Service (Moody's) have ratings on our debt set forth in the table below:

	S&P	Fitch	Moody's
Outlook	Stable	Stable	Stable
Short-term	A-1	F1	P1
Long-term	A	A	A2

CASH FLOW SUMMARY

Our cash flows from operating, investing, and financing activities, as reflected in the Consolidated Statement of Cash Flows, are summarized as follows:

	Years Ended December 31,		
	2021	2020	2019
Cash provided by (used for):			
Operating activities	\$ 6,038	\$ 6,208	\$ 6,897
Investing activities	(1,061)	(987)	(533)
Financing activities	(8,254)	(81)	(6,600)
Effect of exchange rate changes on cash	(39)	68	16
Net increase (decrease) in cash and cash equivalents	\$ (3,316)	\$ 5,208	\$ (220)

2021 compared with 2020

Cash provided by operating activities decreased primarily due to an unfavorable impact to working capital, partially offset by the increase in net income attributable to Honeywell during 2021, which excludes the 2020 non-cash charges associated with the reduction in value of the reimbursement receivables due from Garrett Motion Inc. (Garrett).

Cash used for investing activities increased by \$74 million primarily due to a \$1,065 million increase in cash paid for acquisitions, net of cash acquired, and \$120 million net increase in investments, partially offset by \$586 million cash receipts from Garrett, \$341 million increase in cash receipts from settlements of derivative contracts, and \$203 million in proceeds from the sale of the retail footwear business.

Cash used for financing activities increased by \$8,173 million primarily due to a \$7,608 million decrease in proceeds from the issuance of long-term debt and a \$609 million increase in repayments of long-term debt, partially offset by a decrease in repurchases of common stock of \$334 million.

CASH REQUIREMENTS AND ASSESSMENT OF CURRENT LIQUIDITY

In addition to our normal operating cash requirements, our principal future cash requirements will be to fund capital expenditures, share repurchases, dividends, strategic acquisitions, and debt repayments. Specifically, we expect our primary cash requirements in 2022 to be as follows:

- **Capital expenditures**—we expect to spend approximately \$1.2 billion for capital expenditures in 2022 primarily for growth, production and capacity expansion, implementation of cost reduction measures, maintenance, and replacement.
- **Share repurchases**—under our share repurchase program, \$7.1 billion was available as of December 31, 2021 for additional share repurchases. We expect to repurchase outstanding shares from time to time to offset the dilutive impact of employee stock-based compensation plans, including option exercises, restricted unit vesting and matching contributions under our savings plans. Additionally, we will seek to reduce share count via share repurchases as and when attractive opportunities arise. The amount and timing of future repurchases may vary depending on market conditions and our level of operating, financing and other investing activities.
- **Dividends**—we increased our quarterly dividend rate by 5% to \$0.98 per share of common stock effective with the fourth quarter 2021 dividend. We intend to continue to pay quarterly dividends in 2022.

We continue to identify opportunities to improve our liquidity and working capital efficiency, which includes the extension of payment terms with our suppliers. In addition, multiple third-party financial institutions offer a voluntary supply chain financing (SCF) program which enables our suppliers, at their sole discretion, to sell their receivables from the Company to these financial institutions on terms that are negotiated between the supplier and the respective financial institution. We agree on commercial terms for the goods and services we procure from our suppliers, including prices, quantities and payment terms, regardless of whether the supplier elects to participate in the SCF program. Our suppliers' voluntary participation in the SCF program has no bearing on our payment terms and we have no economic interest in a supplier's decision to participate in the SCF program.

Amounts due to our suppliers that elected to participate in the SCF programs are included in Accounts payable on the Consolidated Balance Sheet. At December 31, 2021, Accounts payable included approximately \$700 million payable to suppliers who have elected to participate in the SCF program. Amounts settled with third-party financial institutions through the SCF program increased approximately \$300 million for the year ended December 31, 2021. The increase for the year ended December 31, 2021, reflects a combination of an extension of payment terms with suppliers and increased utilization of our SCF program. All activity related to amounts due to suppliers that elected to participate in the SCF program is reflected in Cash flows from operating activities in our Consolidated Statement of Cash Flows. While access to SCF could decrease if our credit ratings are downgraded, we do not believe that changes in the availability of SCF will have a significant impact on our liquidity. The impact of this program is not material to our overall liquidity.

We sell trade receivables to unaffiliated financial institutions without recourse. Transfers of the receivables are accounted for as sales and, accordingly, receivables sold are excluded from Accounts receivable—net on the Consolidated Balance Sheet and are reflected in Cash flows from operating activities on the Consolidated Statement of Cash Flows. The difference between the carrying amount of the trade receivables sold and the cash received is recorded in Cost of products and services sold on the Consolidated Statement of Operations.

Finally, we continue to assess the relative strength of each business in our portfolio as to strategic fit, market position, profit and cash flow contribution in order to identify target investment and acquisition opportunities in order to upgrade our combined portfolio. We identify acquisition candidates that will further our strategic plan and strengthen our existing core businesses. We also identify businesses that do not fit into our long-term strategic plan based on their market position, relative profitability or growth potential. These businesses are considered for potential divestiture, restructuring, or other repositioning actions, subject to regulatory constraints.

Based on past performance and current expectations, we believe that our operating cash flows will be sufficient to meet our future operating cash needs. Our available cash, committed credit lines and access to the public debt and equity markets provide additional sources of short-term and long-term liquidity to fund current operations, debt maturities, and future investment opportunities.

See Note 9 Long-term Debt and Credit Agreements of Notes to Consolidated Financial Statements for additional discussion of items impacting our liquidity.

CONTRACTUAL OBLIGATIONS

Following is a summary of our significant contractual obligations and probable liability payments at December 31, 2021:

	Payments by Period				
	Total ⁽⁶⁾⁽⁷⁾	2022	2023 - 2024	2025 - 2026	Thereafter
Long-term debt, including finance leases ⁽¹⁾	\$ 16,057	\$ 1,803	\$ 3,154	\$ 2,761	\$ 8,339
Interest payments on long-term debt, including finance leases	4,030	356	679	586	2,409
Operating lease liabilities	1,164	215	341	204	404
Purchase obligations ⁽²⁾	2,585	1,067	784	562	172
Estimated environmental liability payments ⁽³⁾	618	225	241	115	37
Asbestos related liability payments ⁽⁴⁾	2,061	261	456	396	948
Asbestos insurance recoveries ⁽⁵⁾	(363)	(41)	(74)	(54)	(194)
	\$ 26,152	\$ 3,886	\$ 5,581	\$ 4,570	\$ 12,115

⁽¹⁾ Assumes all long-term debt is outstanding until scheduled maturity.

⁽²⁾ Purchase obligations are entered into with various vendors in the normal course of business and are consistent with our expected requirements.

⁽³⁾ The payment amounts in the table only reflect the environmental liabilities which are probable and reasonably estimable as of December 31, 2021.

⁽⁴⁾ These amounts are estimates of asbestos related cash payments for NARCO and Bendix based on our asbestos related liabilities which are probable and reasonably estimable as of December 31, 2021. See Asbestos Matters in Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for additional information.

⁽⁵⁾ These amounts represent our insurance recoveries that are deemed probable for asbestos related liabilities as of December 31, 2021. See Asbestos Matters in Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for additional information.

⁽⁶⁾ The table excludes tax liability payments, including those for unrecognized tax benefits. See Note 5 Income Taxes of Notes to Consolidated Financial Statements for additional information.

⁽⁷⁾ The table excludes expected proceeds from the indemnification and reimbursement agreements entered into with Resideo. See Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for additional information.

ASBESTOS MATTERS

Payments, net of insurance recoveries, related to known asbestos matters were \$240 million, \$229 million and \$163 million for the years ended December 31, 2021, 2020 and 2019, respectively, and are estimated to be approximately \$220 million in 2022. We expect to make payment associated with these asbestos matters from operating cash flows. The timing of these payments depends on several factors, including the timing of litigation and settlements of liability claims.

ENVIRONMENTAL MATTERS

Accruals during the year for environmental matters deemed probable and reasonably estimable were \$168 million, \$173 million and \$213 million for the years ended December 31, 2021, 2020 and 2019, respectively. In addition, for the years ended December 31, 2021, 2020 and 2019, we incurred operating costs for ongoing businesses of approximately \$88 million, \$88 million and \$99 million, respectively, relating to compliance with environmental regulations.

Payments related to known environmental matters were \$210 million, \$216 million and \$256 million for the years ended December 31, 2021, 2020 and 2019, respectively, and are estimated to be approximately \$225 million in 2022. We expect to make payment associated with these environmental matters from operating cash flows. The timing of these payments depends on several factors, including the timing of litigation and settlements of remediation liability, personal injury and property damage claims, regulatory approval of cleanup projects, execution timeframe of projects, remedial techniques to be utilized and agreement with other parties.

Reimbursements from Resideo for payments related to environmental matters at certain sites, as defined in the indemnification and reimbursement agreement, were \$140 million in 2021 and are expected to be \$140 million in 2022.

See Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for further discussion of our environmental matters and the indemnification and reimbursement agreement entered into with Resideo.

FINANCIAL INSTRUMENTS

The Company uses derivative financial instruments to reduce our risks from interest and foreign currency exchange rate fluctuations. Derivative financial instruments are not used for trading or other speculative purposes and we do not use leveraged derivative financial instruments.

The following table illustrates the potential change in fair value for interest rate sensitive instruments based on a hypothetical immediate one percentage point increase in interest rates across all maturities and the potential change in fair value for foreign exchange rate sensitive instruments based on a 10% weakening of the U.S. Dollar versus local currency exchange rates across all maturities at December 31, 2021 and 2020.

	Face or Notional Amount	Carrying Value ⁽¹⁾	Fair Value ⁽¹⁾	Estimated Increase (Decrease) in Fair Value ⁽²⁾
December 31, 2021				
Interest Rate Sensitive Instruments				
Long-term debt (including current maturities)	\$ 16,057	\$ (16,057)	\$ (17,022)	\$ (1,148)
Interest rate swap agreements	3,150	60	60	(112)
Foreign Exchange Rate Sensitive Instruments				
Foreign currency exchange contracts ⁽³⁾	12,671	92	92	(628)
Cross currency swap agreements	1,200	39	39	(116)
December 31, 2020				
Interest Rate Sensitive Instruments				
Long-term debt (including current maturities)	\$ 18,787	\$ (18,787)	\$ (20,176)	\$ (1,063)
Interest rate swap agreements	3,950	194	194	(148)
Foreign Exchange Rate Sensitive Instruments				
Foreign currency exchange contracts ⁽³⁾	16,123	52	52	(334)
Cross currency swap agreements	1,200	(50)	(50)	(125)

⁽¹⁾ Asset or (liability).

⁽²⁾ A hypothetical immediate one percentage point decrease in interest rates across all maturities and a potential change in fair value of foreign exchange rate sensitive instruments based on a 10% strengthening of the U.S. dollar versus local currency exchange rates across all maturities will result in a change in fair value approximately equal to the inverse of the amount disclosed in the table.

⁽³⁾ Changes in the fair value of foreign currency exchange contracts are offset by changes in the fair value, cash flows, or net investments of underlying hedged foreign currency transactions or foreign operations.

See Note 11 Derivative Instruments and Hedging Transactions to Consolidated Financial Statements for further discussion.

CRITICAL ACCOUNTING ESTIMATES

The preparation of our consolidated financial statements in accordance with generally accepted accounting principles is based on the selection and application of accounting policies that require us to make significant estimates and assumptions about the effects of matters that are inherently uncertain. Many estimates and assumptions involved in the application of accounting principles have a material impact on reported financial condition and operating performance and on the comparability of such reported information over different reporting periods. Critical accounting estimates or assumptions are those where the nature of the estimates or assumptions is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and the impact of the estimates and assumptions on financial condition or operating performance is material. We consider the estimates and assumptions discussed below to be critical to the understanding of our financial statements. Actual results could differ from our estimates and assumptions, and any such differences could be material to our consolidated financial statements.

Sales Recognition on Long-Term Contracts—We recognize sales for long-term contracts with performance obligations satisfied over time using either an input or output method. We recognize revenue over time as we perform on these contracts based on the continuous transfer of control to the customer. With control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. We generally use the cost-to-cost input method of progress for our contracts because it best depicts the transfer of control to the customer that occurs as we incur costs. Under the cost-to-cost input method, the extent of progress towards completion is measured based on the proportion of costs incurred to date to the total estimated costs at completion of the performance obligation. Due to the nature of the work required to be performed on many of our performance obligations, the estimation of total revenue and cost at completion requires judgment. Contract revenues are largely determined by negotiated contract prices and quantities, modified by our assumptions regarding contract options, change orders, incentive and award provisions associated with technical performance and price adjustment clauses (such as inflation or index-based clauses). Cost estimates are largely based on negotiated or estimated purchase contract terms, historical performance trends and other economic projections. Significant factors that influence these estimates include inflationary trends, technical and schedule risk, internal and subcontractor performance trends, business volume assumptions, asset utilization, and anticipated labor agreements. Revenue and cost estimates are regularly monitored and revised based on changes in circumstances. Impacts from changes in estimates of net sales and cost of sales are recognized on a cumulative catch-up basis, which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a performance obligation's percentage of completion. Anticipated losses on long-term contracts are recognized when such losses become evident. We maintain financial controls over the customer qualification, contract pricing and estimation processes to reduce the risk of contract losses.

Income Taxes—On a recurring basis, we assess the need for a valuation allowance against our deferred tax assets by considering all available positive and negative evidence, such as past operating results, projections of future taxable income, enacted tax law changes and the feasibility and impact of tax planning initiatives. Our projections of future taxable income include a number of estimates and assumptions regarding our volume, pricing and costs, as well as the timing and amount of reversals of taxable temporary differences.

We recognize tax benefits from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, including resolution of any related appeals and litigation. We assess our income tax positions based upon our evaluation of the facts, circumstances and information available at the reporting date. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more likely than not that a tax benefit will be sustained, no tax benefit has been recognized in the financial statements.

For further discussion of additional income tax policies, see Note 1 Summary of Significant Accounting Policies of Notes to Consolidated Financial Statements.

Goodwill and Indefinite-Lived Intangible Assets Impairment Testing—Goodwill and intangible assets deemed to have indefinite lives are not amortized, but are subject to annual, or more frequent if necessary, impairment testing. In testing goodwill and indefinite-lived intangible assets, the fair value is estimated utilizing a discounted cash flow approach utilizing cash flow forecasts, including strategic and annual operating plans, adjusted for terminal value assumptions. These impairment tests involve the use of accounting estimates and assumptions, changes in which could materially impact our financial condition or operating performance if actual results differ from such estimates and assumptions. To address this uncertainty, we perform sensitivity analyses on key estimates and assumptions. Once the fair value is determined, if the carrying amount exceeds the fair value, it is impaired. Any impairment is measured as the difference between the carrying amount and its fair value.

Finite-Lived Intangible Assets—The determination of useful lives (for depreciation/amortization purposes) and whether or not intangible assets are impaired involves the use of accounting estimates and assumptions, changes in which could materially impact our financial condition or operating performance if actual results differ from such estimates and assumptions. We evaluate the recoverability of the carrying amount of our finite-lived intangible assets whenever events or changes in circumstances indicate that the carrying amount of a finite-lived intangible asset group may not be fully recoverable. The principal factors in considering when to perform an impairment review are as follows:

- Significant under-performance (i.e., declines in sales, earnings or cash flows) of a business or product line in relation to expectations;
- Annual operating plans or strategic plan outlook that indicate an unfavorable trend in operating performance of a business or product line;
- Significant negative industry or economic trends; or
- Significant changes or planned changes in our use of the assets.

Once it is determined that an impairment review is necessary, recoverability of assets is measured by comparing the carrying amount of the asset grouping to the estimated future undiscounted cash flows. If the carrying amount exceeds the estimated future undiscounted cash flows, the asset grouping is considered to be impaired. The impairment is then measured as the difference between the carrying amount of the asset grouping and its fair value. We endeavor to utilize the best information available to measure fair value, which is usually either market prices (if available), level 1 or level 2 of the fair value hierarchy, or an estimate of the future discounted cash flow, level 3 of the fair value hierarchy. The key estimates in our discounted cash flow analysis include assumptions as to expected industry and business growth rates, sales volume, selling prices and costs, cash flows, and the discount rate selected. These estimates are subject to changes in the economic environment, including market interest rates and expected volatility. Management believes the estimates of future cash flows and fair values are reasonable; however, changes in estimates due to variance from assumptions could materially affect the valuations.

Defined Benefit Pension Plans—We sponsor both funded and unfunded U.S. and non-U.S. defined benefit pension plans. For financial reporting purposes, net periodic pension (income) expense is calculated annually based upon various actuarial assumptions, including a discount rate for plan obligations and an expected long-term rate of return on plan assets. Changes in the discount rate and expected long-term rate of return on plan assets could materially affect the annual pension (income) expense amount. Annual pension (income) expense is comprised of service and interest cost, assumed return on plan assets, prior service amortization (Pension ongoing (income) expense) and a potential mark-to-market adjustment (MTM Adjustment).

The key assumptions used in developing our net periodic pension (income) expense for our U.S. plans included the following:

	2021	2020	2019
Discount Rate:			
Projected benefit obligation	2.50 %	3.22 %	4.35 %
Service cost	2.68 %	3.33 %	4.47 %
Interest cost	1.76 %	2.76 %	3.94 %
Assets:			
Expected rate of return	6.15 %	6.15 %	6.75 %
Actual rate of return	6.84 %	13.81 %	21.20 %
Actual 10 year average annual compounded rate of return	11.37 %	10.64 %	11.10 %

The MTM Adjustment represents the recognition of net actuarial gains or losses in excess of 10% of the greater of the fair value of plan assets or the plans' projected benefit obligation (the corridor). Net actuarial gains and losses occur when the actual experience differs from any of the various assumptions used to value our pension plans or when assumptions change. The primary factors contributing to actuarial gains and losses are changes in the discount rate used to value pension obligations as of the measurement date each year and the difference between expected and actual returns on plan assets. The mark-to-market accounting method results in the potential for volatile and difficult to forecast MTM Adjustments. MTM Adjustments were expenses of \$40 million, \$44 million and \$123 million for the years ended December 31, 2021, 2020 and 2019, respectively.

We determine the expected long-term rate of return on plan assets utilizing historical plan asset returns over varying long-term periods combined with our expectations of future market conditions and asset mix considerations (see Note 20 Pension and Other Postretirement Benefits of Notes to Consolidated Financial Statements for details on the actual various asset classes and targeted asset allocation percentages for our pension plans). We plan to use an expected rate of return on plan assets of 6.40% for 2022, which is an increase in the assumption used for 2021.

The discount rate reflects the market rate on December 31 (measurement date) for high-quality fixed-income investments with maturities corresponding to our benefit obligations and is subject to change each year. The discount rate can be volatile from year to year as it is determined based upon prevailing interest rates as of the measurement date. We used a 2.87% discount rate to determine benefit obligations as of December 31, 2021, reflecting an increase in the market interest rate environment since the prior year-end.

In addition to the potential for MTM Adjustments, changes in our expected rate of return on plan assets and discount rate resulting from economic events also affects future Pension ongoing (income) expense. The following table highlights the sensitivity of our U.S. pension obligations and ongoing (income) expense to changes in these assumptions, assuming all other assumptions remain constant. These estimates exclude any potential MTM Adjustment:

Change in Assumption	Impact on 2022 Pension Ongoing Expense	Impact on PBO
0.25 percentage point decrease in discount rate	Decrease \$29 million	Increase \$500 million
0.25 percentage point increase in discount rate	Increase \$27 million	Decrease \$475 million
0.25 percentage point decrease in expected rate of return on assets	Increase \$50 million	—
0.25 percentage point increase in expected rate of return on assets	Decrease \$50 million	—

Pension ongoing income for our world-wide pension plans is expected to be approximately \$1,008 million in 2022 compared with Pension ongoing income of \$1,083 million in 2021. The expected decrease in pension income is primarily due to lower expected return on plan assets caused by a change in allocation of UK plan assets and higher interest costs caused by increased discount rates in our U.S. and UK plans. Also, if required, a MTM Adjustment will be recorded in the fourth quarter of 2022 in accordance with our pension accounting method as previously described. It is difficult to reliably forecast or predict whether there will be a MTM Adjustment in 2022, and if one is required, what the magnitude of such adjustment will be. MTM Adjustments are primarily driven by events and circumstances beyond the control of the Company such as changes in interest rates and the performance of the financial markets.

Asbestos Related Liabilities and Insurance Recoveries—In connection with the recognition of liabilities for asbestos related matters, we record asbestos related insurance recoveries that are deemed probable. In assessing the probability of insurance recovery, we make judgments concerning insurance coverage that we believe are reasonable and consistent with our historical dealings and our knowledge of any pertinent solvency issues surrounding insurers. While the substantial majority of our insurance carriers are solvent, some of our individual carriers are insolvent, which has been considered in our analysis of probable recoveries. Projecting future events is subject to various uncertainties that could cause the insurance recovery on asbestos related liabilities to be higher or lower than that projected and recorded. Given the inherent uncertainty in making future projections, we reevaluate our projections concerning our probable insurance recoveries considering any changes to the projected liability, our recovery experience or other relevant factors that may impact future insurance recoveries.

Our involvement in asbestos related personal injury actions relates to two predecessor companies. Regarding North American Refractories Company (NARCO) asbestos related claims, we estimate our NARCO asbestos liability for the resolution of asserted NARCO-related asbestos claims which qualify for payment under the NARCO Trust Distribution Procedures (Annual Contribution Claims) and for amounts owed pursuant to settlement agreements reached during the pendency of the NARCO bankruptcy proceedings that provide for the right to submit claims to the NARCO Trust subject to qualification under the terms of the settlement agreements and Trust Distribution Procedures (Pre-Established Unliquidated Claims) using average payment values for the relevant historical period. We estimate our NARCO asbestos liability for unasserted claims based on historic and anticipated claims filing experience and payment rates, disease classifications and type of claim, and average payment values by the NARCO Trust for the relevant historical period. Our estimate also includes all years of epidemiological disease projection through 2059. Regarding Bendix Friction Materials (Bendix) asbestos related claims, we accrued for the estimated value of pending claims using average resolution values for the previous five years. We also accrued for the estimated value of future claims related to Bendix over the full term of epidemiological disease projection through 2059 based on historic and anticipated claims filing experience and dismissal rates, disease classifications, and average resolution values in the tort system for the previous five years. We update our assumptions on average payment values and average resolution values in the fourth quarter of each year.

See Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for a discussion of management's judgments applied in the recognition and measurement of our asbestos related liabilities and related insurance recoveries.

Contingent Liabilities—We are subject to a number of lawsuits, investigations and claims (some of which involve substantial dollar amounts) that arise out of the conduct of our global business operations or those of previously owned entities, including matters relating to commercial transactions, government contracts, product liability (including asbestos), prior acquisitions and divestitures, employee benefit plans, intellectual property, legal and environmental, health and safety matters. We continually assess the likelihood of any adverse judgments or outcomes to our contingencies, as well as potential amounts or ranges of probable losses, and recognize a liability, if any, for these contingencies based on a thorough analysis of each matter with the assistance of outside legal counsel and, if applicable, other experts. Such analysis includes making judgments concerning matters such as the costs associated with environmental matters, the outcome of negotiations, the number and cost of pending and future asbestos claims, and the impact of evidentiary requirements. Because most contingencies are resolved over long periods of time, liabilities may change in the future due to new developments (including new discovery of facts, changes in legislation and outcomes of similar cases through the judicial system), changes in assumptions or changes in our settlement strategy. See Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for a discussion of management's judgment applied in the recognition and measurement of our environmental and asbestos liabilities which represent our most significant contingencies.

OTHER MATTERS

LITIGATION

See Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements for a discussion of environmental, asbestos and other litigation matters.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 1 Summary of Significant Accounting Policies of Notes to Consolidated Financial Statements for a discussion of recent accounting pronouncements.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The executive officers of Honeywell, listed as follows, are elected annually by the Board of Directors. There are no family relationships among them.

Name, Age, Year First Elected an Executive Officer	Business Experience
 Darius Adamczyk , 56 2017 ^(a)	Chairman of the Board and Chief Executive Officer since April 2018. President and Chief Executive Officer from April 2017 to April 2018. Chief Operating Officer from April 2016 to March 2017. President and Chief Executive Officer Performance Materials and Technologies from April 2014 to April 2016. President of Honeywell Process Solutions from April 2012 to April 2014.
 Que Thanh Dallara , 48 2018	President and Chief Executive Officer, Connected Enterprise since October 2018. Vice President and Chief Commercial Officer from January 2017 to October 2018. From 2007 to 2016, Ms. Dallara served in multiple leadership positions at TE Connectivity Ltd., most recently as Senior Vice President, Corporate Strategy and Analytics.
 Vimal Kapur , 56 2018	President and Chief Executive Officer, Performance Materials and Technologies since July 2021. President and Chief Executive Officer, Honeywell Building Technologies from June 2018 to June 2021. President of Honeywell Process Solutions from 2014 to May 2018.
 George Koutsafes , 52 April 2022 ^(b)	Chief Operating Officer, Safety and Productivity Solutions since January 2022. President of the Advanced Materials business in Honeywell's Performance Materials and Technologies segment from November 2017 to January 2022 and interim global leader of Business Development and Mergers and Acquisitions from May 2019 to December 2019.
 Gregory P. Lewis , 54 2018	Senior Vice President and Chief Financial Officer since August 2018. Vice President of Enterprise Information Management from October 2016 to April 2018, prior to being named Vice President, Corporate Finance in May 2018. Chief Financial Officer of Automation and Control Solutions from April 2013 to September 2016.
 Anne T. Madden , 57 2017	Senior Vice President and General Counsel since October 2017. Corporate Secretary from February 2018 to September 2019. Vice President of Corporate Development and Global Head of M&A from January 2002 to October 2017.
 Michael R. Madsen , 58 2019	President and Chief Executive Officer, Aerospace since October 2019. Vice President, Integrated Supply Chain of Aerospace from May 2015 to October 2019. President, Aerospace Defense and Space from October 2010 to May 2015.
 Karen Mattimore , 55 2020	Senior Vice President and Chief Human Resources Officer since June 2020. Vice President, Human Resources and Communications, Aerospace from February 2018 to June 2020. Vice President, Human Resources Services from April 2015 to February 2018.
 John F. Waldron , 46 2016	President and Chief Executive Officer, Safety and Productivity Solutions since July 2016. President of Sensing and Productivity Solutions from July 2015 to July 2016. President of Scanning and Mobility from April 2012 to July 2015.
 Doug Wright , 51 2021	President and Chief Executive Officer, Honeywell Building Technologies since July 2021. President of the global Fire & Security business from July 2020 to June 2021. From 2013 to 2020, Mr. Wright served as President and Chief Executive Officer of Source Photonics, a global provider of optical communication products used in telecommunication systems and data communication networks.

^(a) Also a Director.

^(b) Mr. Koutsafes will become President and Chief Executive Officer of Safety and Productivity Solutions and an Executive Officer of the Company effective April 1, 2022, succeeding Mr. Waldron in such position

UNRESOLVED STAFF COMMENTS

None.

PROPERTIES

We have approximately 750 locations, of which 210 are manufacturing sites. Our properties and equipment are in good operating condition and are adequate for our present needs. We do not anticipate difficulty in renewing existing leases as they expire or in finding alternative facilities.

LEGAL PROCEEDINGS

We are subject to a number of lawsuits, investigations and claims (some of which involve substantial amounts) arising out of the conduct of our business. See a discussion of environmental, asbestos and other litigation matters in **Note 19 Commitments and Contingencies of Notes to Consolidated Financial Statements**.

There were no matters requiring disclosure pursuant to the requirement to disclose certain environmental matters involving potential monetary sanctions in excess of \$300,000.

MINE SAFETY DISCLOSURES

One of our wholly-owned subsidiaries has a placer claim for and operates a chabazite ore surface mine in Arizona. Information concerning mine safety and other regulatory matters associated with this mine is required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K and is included in Exhibit 95 to this Form 10-K.

MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Since May 11, 2021, our common stock has been listed on The Nasdaq Stock Market LLC (Nasdaq) under the ticker symbol "HON". Prior to May 11, 2021, our common stock was listed and traded on the New York Stock Exchange. We increased our quarterly dividend rate by 5% to \$0.98 per share of common stock effective with the fourth quarter 2021 dividend. We intend to continue to pay quarterly dividends in 2022.

The number of record holders of our common stock at December 31, 2021 was 40,420.

Information regarding securities authorized for issuance under equity compensation plans is included in the section titled Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters under the caption "Equity Compensation Plans."

We purchased 4,256,144 shares of our common stock, par value \$1 per share, in the quarter ended December 31, 2021. On February 12, 2021, the Board of Directors authorized the repurchase of up to a total of \$10 billion of Honeywell common stock, which included amounts remaining under, and replaced, the previously approved share repurchase program. As of December 31, 2021, \$7.1 billion remained available for additional share repurchases. We expect to repurchase outstanding shares from time to time to generally offset the dilutive impact of employee stock-based compensation plans, including option exercises, restricted unit vesting and matching contributions under our savings plans. Additionally, we seek to reduce share count via share repurchases as and when attractive opportunities arise. The amount and timing of future repurchases may vary depending on market conditions and the level of our operating, financing and other investing activities.

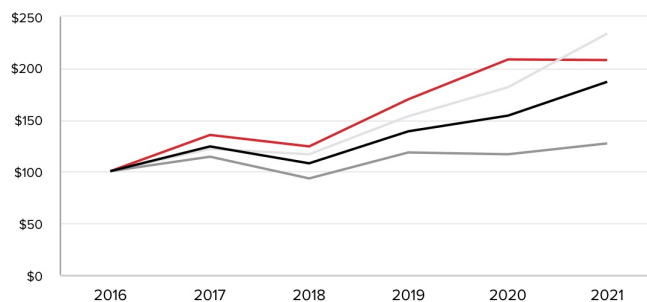
The following table summarizes our purchases of Honeywell's common stock for the three months ended December 31, 2021:

Issuer Purchases of Equity Securities				
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under Plans or Programs (Dollars in millions)
October 1 - 31, 2021	189,536	\$ 213.76	189,536	\$ 7,946
November 1 - 30, 2021	—	\$ —	—	\$ 7,946
December 1 - 31, 2021	4,066,608	\$ 206.51	4,066,608	\$ 7,106

PERFORMANCE GRAPH

The following graph compares the five-year cumulative total return on our common stock to the total returns on the S&P 500 Stock Index, composite of S&P's Industrial Conglomerates and Aerospace and Defense indices, on a 55%/45% weighted basis (the Composite Index) and Nasdaq Industrial Select Sector (XLI Index). The weighting of the components of the Composite Index are based on our segments' relative contribution to total segment profit. The selection of the Industrial Conglomerates component of the Composite Index reflects the diverse and distinct range of non-aerospace businesses conducted by Honeywell. The annual changes for the five-year period shown in the graph are based on the assumption that \$100 was invested in Honeywell stock and each index on December 31, 2016 and that all dividends were reinvested.

Comparison of Cumulative Five Year Total Return



	Dec. 2016	Dec. 2017	Dec. 2018	Dec. 2019	Dec. 2020	Dec. 2021
Honeywell	100	135.10	123.99	169.49	208.43	207.82
S&P 500 Index	100	121.83	116.49	153.17	181.35	233.41
Composite Index	100	113.96	92.97	118.5	116.63	126.92
XLI Composite Index	100	123.98	107.55	138.84	153.98	186.44

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

HONEYWELL INTERNATIONAL INC. CONSOLIDATED STATEMENT OF OPERATIONS

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions, except per share amounts)		
Product sales	\$ 25,643	\$ 24,737	\$ 27,629
Service sales	8,749	7,900	9,080
Net sales	34,392	32,637	36,709
Costs, expenses and other			
Cost of products sold	18,344	17,638	19,269
Cost of services sold	5,050	4,531	5,070
	23,394	22,169	24,339
Selling, general and administrative expenses	4,798	4,772	5,519
Other (income) expense	(1,378)	(675)	(1,065)
Interest and other financial charges	343	359	357
	27,157	26,625	29,150
Income before taxes	7,235	6,012	7,559
Tax expense	1,625	1,147	1,329
Net income	5,610	4,865	6,230
Less: Net income attributable to the noncontrolling interest	68	86	87
Net income attributable to Honeywell	\$ 5,542	\$ 4,779	\$ 6,143
Earnings per share of common stock—basic	\$ 8.01	\$ 6.79	\$ 8.52
Earnings per share of common stock—assuming dilution	\$ 7.91	\$ 6.72	\$ 8.41

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions)		
Net income	\$ 5,610	\$ 4,865	\$ 6,230
Other comprehensive income (loss), net of tax			
Foreign exchange translation adjustment	302	(211)	143
Actuarial gains (losses) recognized	256	91	162
Prior service credit (cost) recognized	7	47	1
Prior service credit recognized during year	(87)	(82)	(79)
Actuarial (gains) losses recognized during year	5	41	16
Foreign exchange translation and other	5	(23)	(14)
Pensions and other postretirement benefit adjustments	186	74	86
Changes in fair value of available for sale investments	(3)	4	—
Cash flow hedges recognized in other comprehensive income	17	10	103
Less: Reclassification adjustment for gains (losses) included in net income	20	54	92
Changes in fair value of cash flow hedges	(3)	(44)	11
Other comprehensive income (loss), net of tax	482	(177)	240
Comprehensive income	6,092	4,688	6,470
Less: Comprehensive income attributable to the noncontrolling interest	64	89	82
Comprehensive income attributable to Honeywell	\$ 6,028	\$ 4,599	\$ 6,388

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED BALANCE SHEET

	December 31,	
	2021	2020
(Dollars in millions)		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 10,959	\$ 14,275
Short-term investments	564	945
Accounts receivable, less allowances of \$177 and \$202, respectively	6,830	6,827
Inventories	5,138	4,489
Other current assets	1,881	1,639
Total current assets	25,372	28,175
Investments and long-term receivables	1,222	685
Property, plant and equipment—net	5,562	5,570
Goodwill	17,756	16,058
Other intangible assets—net	3,613	3,560
Insurance recoveries for asbestos related liabilities	322	366
Deferred income taxes	489	760
Other assets	10,134	9,412
Total assets	\$ 64,470	\$ 64,586
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 6,484	\$ 5,750
Commercial paper and other short-term borrowings	3,542	3,597
Current maturities of long-term debt	1,803	2,445
Accrued liabilities	7,679	7,405
Total current liabilities	19,508	19,197
Long-term debt	14,254	16,342
Deferred income taxes	2,364	2,113
Postretirement benefit obligations other than pensions	208	242
Asbestos related liabilities	1,800	1,920
Other liabilities	7,087	6,975
Redeemable noncontrolling interest	7	7
SHAREOWNERS' EQUITY		
Capital—common stock issued	958	958
—additional paid-in capital	8,141	7,292
Common stock held in treasury, at cost	(30,462)	(27,229)
Accumulated other comprehensive income (loss)	(2,895)	(3,377)
Retained earnings	42,827	39,905
Total Honeywell shareowners' equity	18,569	17,549
Noncontrolling interest	673	241
Total shareowners' equity	19,242	17,790
Total liabilities, redeemable noncontrolling interest and shareowners' equity	\$ 64,470	\$ 64,586

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF CASH FLOWS

	Years Ended December 31,		
	2021	2020	2019
	(Dollars in millions)		
Cash flows from operating activities:			
Net income	\$ 5,610	\$ 4,865	\$ 6,230
Less: Net income attributable to the noncontrolling interest	68	86	87
Net income attributable to Honeywell	5,542	4,779	6,143
Adjustments to reconcile net income attributable to Honeywell to net cash provided by operating activities:			
Depreciation	674	644	673
Amortization	549	358	415
(Gain) loss on sale of non-strategic businesses and assets	(102)	3	1
Repositioning and other charges	569	575	546
Net payments for repositioning and other charges	(692)	(833)	(376)
Pension and other postretirement income	(1,114)	(798)	(516)
Pension and other postretirement benefit payments	(43)	(47)	(78)
Stock compensation expense	217	168	153
Deferred income taxes	178	(175)	179
Reimbursement receivables charge	—	509	—
Other	(28)	(338)	(287)
Changes in assets and liabilities, net of the effects of acquisitions and divestitures:			
Accounts receivable	(8)	669	11
Inventories	(685)	(67)	(100)
Other current assets	(276)	191	(430)
Accounts payable	744	15	118
Accrued liabilities	513	555	445
Net cash provided by (used for) operating activities	6,038	6,208	6,897
Cash flows from investing activities:			
Expenditures for property, plant and equipment	(895)	(906)	(839)
Proceeds from disposals of property, plant and equipment	27	57	43
Increase in investments	(2,373)	(3,236)	(4,253)
Decrease in investments	2,525	3,508	4,464
Receipts from Garrett Motion Inc.	586	—	—
Receipts (payments) from settlements of derivative contracts	192	(149)	102
Cash paid for acquisitions, net of cash acquired	(1,326)	(261)	(50)
Proceeds from sales of businesses, net of fees paid	203	—	—
Net cash provided by (used for) investing activities	(1,061)	(987)	(533)
Cash flows from financing activities:			
Proceeds from issuance of commercial paper and other short-term borrowings	5,194	10,474	14,199
Payments of commercial paper and other short-term borrowings	(5,190)	(10,400)	(14,199)
Proceeds from issuance of common stock	229	393	498
Proceeds from issuance of long-term debt	2,517	10,125	2,726
Payments of long-term debt	(4,917)	(4,308)	(2,903)
Repurchases of common stock	(3,380)	(3,714)	(4,400)
Cash dividends paid	(2,626)	(2,592)	(2,442)
Other	(81)	(59)	(79)
Net cash provided by (used for) financing activities	(8,254)	(81)	(6,600)
Effect of foreign exchange rate changes on cash and cash equivalents	(39)	68	16
Net increase (decrease) in cash and cash equivalents	(3,316)	5,208	(220)
Cash and cash equivalents at beginning of period	14,275	9,067	9,287
Cash and cash equivalents at end of period	\$ 10,959	\$ 14,275	\$ 9,067

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
CONSOLIDATED STATEMENT OF SHAREOWNERS' EQUITY

	Years Ended December 31,					
	2021		2020		2019	
	Shares	\$	Shares	\$	Shares	\$
	(in millions, except per share amounts)					
Common stock, par value	957.6	958	957.6	958	957.6	958
Additional paid-in capital						
Beginning balance		7,292		6,876		6,452
Issued for employee savings and option plans		184		248		271
Stock-based compensation expense		217		168		153
Impact of Quantinum contribution		448		—		—
Ending balance		8,141		7,292		6,876
Treasury stock						
Beginning balance	(260.8)	(27,229)	(246.5)	(23,836)	(228.0)	(19,771)
Reacquired stock or repurchases of common stock	(15.8)	(3,380)	(20.7)	(3,714)	(26.5)	(4,400)
Issued for employee savings and option plans	3.8	147	6.4	321	8.0	335
Ending balance	(272.8)	(30,462)	(260.8)	(27,229)	(246.5)	(23,836)
Retained earnings						
Beginning balance		39,905		37,693		33,978
Net income attributable to Honeywell		5,542		4,779		6,143
Dividends on common stock		(2,620)		(2,567)		(2,428)
Ending balance		42,827		39,905		37,693
Accumulated other comprehensive income (loss)						
Beginning balance		(3,377)		(3,197)		(3,437)
Foreign exchange translation adjustment		302		(214)		143
Pensions and other postretirement benefit adjustments		186		74		86
Changes in fair value of available for sale investments		(3)		4		—
Changes in fair value of cash flow hedges		(3)		(44)		11
Ending balance		(2,895)		(3,377)		(3,197)
Noncontrolling interest						
Beginning balance		241		212		178
Acquisitions, divestitures, and other		397		(6)		(3)
Net income attributable to noncontrolling interest		68		86		87
Foreign exchange translation adjustment		(4)		3		(5)
Dividends paid		(33)		(54)		(45)
Contributions from noncontrolling interest holders		4		—		—
Ending balance		673		241		212
Total shareowners' equity	684.8	19,242	696.8	17,790	711.1	18,706
Cash dividends per share of common stock		\$ 3.770		\$ 3.630		\$ 3.360

The Notes to Consolidated Financial Statements are an integral part of this statement.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in tables in millions, except per share amounts)

NOTE 1 . SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ACCOUNTING PRINCIPLES

The financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America. The following is a description of Honeywell's significant accounting policies.

PRINCIPLES OF CONSOLIDATION

The Consolidated Financial Statements include the accounts of Honeywell International Inc. and all of its subsidiaries and entities in which a controlling interest is maintained. The Company's consolidation policy requires equity investments that the Company exercises significant influence over but do not control the investee and are not the primary beneficiary of the investee's activities to be accounted for using the equity method. Investments through which the Company is not able to exercise significant influence over the investee and which the Company does not have readily determinable fair values are accounted for under the cost method. All intercompany transactions and balances are eliminated in consolidation.

RECLASSIFICATIONS

Certain prior year amounts have been reclassified to conform to the current year presentation.

RECENT ACCOUNTING PRONOUNCEMENTS

The Company considers the applicability and impact of all Accounting Standards Updates (ASUs) issued by the Financial Accounting Standards Board (FASB). ASUs not listed below were assessed and determined to be either not applicable or are expected to have minimal impact on the Company's consolidated statement of operations, balance sheet and cash flows (Consolidated Financial Statements).

In December 2019, the FASB issued ASU 2019-12, *Simplifying the Accounting for Income Taxes*. The standard's amendments include changes in various subtopics of accounting for income taxes including, but not limited to, accounting for "hybrid" tax regimes, tax basis step-up in goodwill obtained in a transaction that is not a business combination, intraperiod tax allocation exception to incremental approach, ownership changes in investments, interim-period accounting for enacted changes in tax law, and year-to-date loss limitation in interim-period tax accounting. Effective January 1, 2021, the Company adopted this standard. The adoption of this standard did not have a material impact on the Company's Consolidated Financial Statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides optional expedients and exceptions for applying generally accepted accounting principles to contracts, hedging relationships, and other transactions affected by the transition away from reference rates expected to be discontinued to alternative reference rates. In January 2021, the FASB issued ASU 2021-01, *Reference Rate Reform (Topic 848): Scope*, to expand the scope of this guidance to include derivatives. The guidance was effective upon issuance and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company will apply the guidance to impacted transactions during the transition period. The Company does not expect the adoption of this standard to have a material impact on the Company's Consolidated Financial Statements.

In October 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805) - Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASC 606, Revenue from Contracts with Customers. This ASU should be applied prospectively to acquisitions occurring on or after the effective date of December 15, 2022, and early adoption is permitted. The Company is currently evaluating the impacts of this guidance on the Company's Consolidated Financial Statements. The Company does not expect the adoption of this standard to have a material impact on the Company's Consolidated Financial Statements.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

RESEARCH AND DEVELOPMENT

Research and development costs for projects are expensed as incurred, unless these costs relate to contracts with customers where the Company receives reimbursements. Amounts expensed as incurred for Company-sponsored research and development projects are included in Cost of products and services sold and were \$1,333 million, \$1,334 million and \$1,556 million for the years ended December 31, 2021, 2020 and 2019, respectively. Costs related to contracts with customers for customer-sponsored research and development projects are included as a contract cost and included in Cost of products and services sold when revenue from such contracts is recognized, consistent with the Company's sales recognition policies. This revenue was \$1,284 million, \$1,200 million and \$1,079 million for the years ended December 31, 2021, 2020 and 2019, respectively.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash on hand and highly liquid investments having an original maturity of three months or less.

INVENTORIES

Inventories are stated at the lower of cost or net realizable value, with cost determined on a first-in, first-out (FIFO) basis. Carrying value adjustments for inventory obsolescence is equal to the difference between the cost and net realizable value. Net realizable value is the estimate selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation.

PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment are recorded at cost, including any asset retirement obligations, less accumulated depreciation. For financial reporting, the straight-line method of depreciation is used over the estimated useful lives of 10 to 50 years for buildings and improvements and 3 to 16 years for machinery and equipment. Recognition of the fair value of obligations associated with the retirement of tangible long-lived assets is required when there is a legal obligation to incur such costs. Upon initial recognition of a liability, the cost is capitalized as part of the related long-lived asset and depreciated over the corresponding asset's useful life.

GOODWILL AND INDEFINITE-LIVED INTANGIBLE ASSETS

Goodwill and indefinite-lived intangible assets are subject to impairment testing annually as of March 31, or if a triggering event occurs or changes in circumstances indicate that the carrying amount may not be fully recoverable. This testing compares carrying values to fair values and, when appropriate, the carrying value of these assets is reduced to fair value. The Company completed its annual goodwill impairment test as of March 31, 2021, and determined that there was no impairment as of that date. The Company is not aware of any additional triggering events.

FINITE-LIVED INTANGIBLE ASSETS

Other intangible assets with determinable lives consist of customer lists, technology, patents and trademarks and other intangibles and are amortized over their estimated useful lives, ranging from 2 to 22 years.

FOREIGN CURRENCY TRANSLATION

Assets and liabilities of subsidiaries operating outside the United States with a functional currency other than U.S. Dollars are translated into U.S. Dollars using year-end exchange rates. Sales, costs and expenses are translated at the average exchange rates in effect during the year. Foreign currency translation gains and losses are included as a component of Accumulated other comprehensive income (loss). For subsidiaries operating in highly inflationary environments, inventories and property, plant and equipment, including related expenses, are remeasured at the exchange rate in effect on the date the assets were acquired, while monetary assets and liabilities are remeasured at year-end exchange rates. Remeasurement adjustments for these subsidiaries are included in earnings.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

DERIVATIVE FINANCIAL INSTRUMENTS

All derivative financial instruments are recorded on the balance sheet as assets or liabilities and measured at fair value. For derivatives designated as hedges of the fair value of assets or liabilities, the changes in fair values of both the derivatives and the hedged items are recorded in current earnings. For derivatives designated as cash flow hedges, the changes in fair value of the derivatives are recorded in Accumulated other comprehensive income (loss) and subsequently recognized in earnings when the hedged items impact earnings.

Derivative financial instruments designated as hedges must be designated and effective as a hedge of the identified risk exposure at the inception of the contract. Changes in fair value of the derivative contract must be highly correlated with changes in fair value of the underlying hedged item at inception and over the life of the hedge contract. Cash flows of such derivative financial instruments are classified consistent with the underlying hedged item. The Company elected to exclude the time value of the derivatives (i.e., the forward points) from the assessment of hedge effectiveness and recognize the initial value of the excluded component in earnings using the amortization approach. For derivative instruments that are designated and qualify as a net investment hedge, the gain or loss is reported as a component of Other comprehensive income (loss) and recorded in Accumulated other comprehensive income (loss). The gain or loss will be subsequently reclassified into net earnings when the hedged net investment is either sold or substantially liquidated.

LEASES

At the inception of a contract, the Company assesses whether the contract is, or contains, a lease. The assessment is based on (1) whether the contract involves the use of a distinct identified asset, (2) whether the Company obtains the right to substantially all the economic benefit from the use of the asset throughout the period, and (3) whether the Company has the right to direct the use of the asset.

All significant lease arrangements are generally recognized at lease commencement. Operating lease right-of-use (ROU) assets and lease liabilities are recognized at commencement. An ROU asset and corresponding lease liability are not recorded for leases with an initial term of 12 months or less (short-term leases), and we recognize lease expense for these leases as incurred over the lease term.

ROU assets represent the Company's right to use an underlying asset during the reasonably certain lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option.

Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Lease payments may be fixed or variable, however, only fixed payments or in-substance fixed payments are included in determining the lease liability. Variable lease payments are recognized in operating expenses in the period in which the obligation for those payments are incurred. The operating lease ROU asset also includes any lease payments related to initial direct cost and prepayments and excludes lease incentives. Lease expense is recognized on a straight-line basis over the lease term. The Company has lease agreements with lease and non-lease components, which are generally accounted for separately.

The Company primarily uses its incremental borrowing rate, which is based on the information available at the lease commencement date, in determining the present value of the lease payments. In determining the borrowing rate, the Company considers the lease term, secured incremental borrowing rate, and for leases denominated in a currency different than U.S. dollar, the collateralized borrowing rate in the foreign currency using the U.S. dollar and foreign currency swap spread, when available.

PENSION BENEFITS

The Company presents net periodic pensions costs by disaggregating the service cost component of such costs and reports those costs in the same line item or items in the Consolidated Statement of Operations as other compensation costs arising from services rendered by the pertinent employees during the period. The other non-service components of such costs are required to be presented separately from the service cost component.

The Company records the service cost component of Pension ongoing (income) expense in Costs of products and services sold and Selling, general and administrative expenses. The remaining components of costs within Pension ongoing (income) expense, primarily interest costs and assumed return on plan assets, are recorded in Other (income) expense. The Company recognizes net actuarial gains or losses in excess of 10% of the greater of the fair value of plan assets or the plan's projected benefit obligation (the corridor) annually in the fourth quarter each year (MTM Adjustment). The MTM Adjustment is also reported in Other (income) expense. See Note 22 Segment Financial Data for a definition of Pension ongoing (income) expense.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

SALES RECOGNITION

Product and service sales are recognized when or as the Company transfers control of the promised products or services to its customers. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods or providing services. Service sales, principally representing repair, maintenance and engineering activities, are recognized over the contractual period or as services are rendered. Sales under long-term contracts with performance obligations satisfied over time are recognized using either an input or output method. The Company recognizes revenue over time as the Company performs on these contracts because of the continuous transfer of control to the customer. With control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The Company generally uses the cost-to-cost input method of progress for contracts because it best depicts the transfer of control to the customer that occurs as the Company incurs costs. Under the cost-to-cost input method, the extent of progress towards completion is measured based on the proportion of costs incurred to date to the total estimated costs at completion of the performance obligation. The Company reviews its cost estimates on significant contracts on a periodic basis, or when circumstances change and warrant a modification to a previous estimate. Cost estimates are largely based on negotiated or estimated purchase contract terms, historical performance trends and other economic projections. Significant factors that influence these estimates include inflationary trends, technical and schedule risk, internal and subcontractor performance trends, business volume assumptions, asset utilization, and anticipated labor agreements. Provisions for anticipated losses on long-term contracts are recorded in full when such losses become evident, to the extent required.

The customer funding for costs incurred for nonrecurring engineering and development activities of the Company's products under agreements with commercial customers is deferred and subsequently recognized as revenue as products are delivered to the customers. Additionally, expenses incurred, up to the customer agreed funded amount, are deferred as an asset and recognized as cost of sales when products are delivered to the customer. The deferred customer funding and costs result in recognition of deferred costs (asset) and deferred revenue (liability) on the Company's Consolidated Balance Sheet. Capitalized contract fulfillment costs were approximately \$1.3 billion as of December 31, 2021 and 2020. The amounts recognized as Cost of products and services sold were approximately \$0.1 billion for the years ended December 31, 2021, 2020 and 2019.

Revenues for the Company's mechanical service programs are recognized as performance obligations that are satisfied over time, with recognition reflecting a series of distinct services using the output method.

The terms of a contract or the historical business practice can give rise to variable consideration due to, but not limited to, cash-based incentives, rebates, performance awards, or credits. The Company estimates variable consideration at the most likely amount the Company will receive from customers. The Company includes estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized for such transaction will not occur, or when the uncertainty associated with the variable consideration is resolved. The Company's estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the Company's anticipated performance and all information (historical, current and forecasted) that is reasonably available to the Company.

STOCK-BASED COMPENSATION PLANS

The principal awards issued under the Company's stock-based compensation plans, which are described in Note 15 Stock-Based Compensation Plans, are non-qualified stock options and restricted stock units. The cost for such awards is measured at the grant date based on the fair value of the award. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods (generally the vesting period of the equity award) and is included in Selling, general and administrative expenses. Forfeitures are estimated at the time of grant to recognize expense for those awards that are expected to vest and are based on the Company's historical forfeiture rates.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

INCOME TAXES

Significant judgment is required in evaluating tax positions. The Company establishes reserves for income taxes when, despite the belief that tax positions are fully supportable, there remain certain positions that do not meet the minimum recognition threshold. The approach for evaluating certain and uncertain tax positions is defined by the authoritative guidance which determines when a tax position is more likely than not to be sustained upon examination by the applicable taxing authority. In the normal course of business, the Company and its subsidiaries are examined by various federal, state and foreign tax authorities. The Company regularly assesses the potential outcomes of these examinations and any future examinations for the current or prior years in determining the adequacy of the Company's provision for income taxes. The Company continually assesses the likelihood and amount of potential adjustments and adjust the income tax provision, the current tax liability and deferred taxes in the period in which the facts that give rise to a change in estimate become known. For additional information, see Note 5 Income Taxes.

EARNINGS PER SHARE

Basic earnings per share is based on the weighted average number of common shares outstanding. Diluted earnings per share is based on the weighted average number of common shares outstanding and all dilutive potential common shares outstanding.

ENVIRONMENTAL

The Company accrues costs related to environmental matters when it is probable that it has incurred a liability related to a contaminated site and the amount can be reasonably estimated. For additional information, see Note 19 Commitments and Contingencies.

ASBESTOS RELATED LIABILITIES AND INSURANCE RECOVERIES

The Company recognizes a liability for any asbestos related contingency that is probable of occurrence and reasonably estimable. In connection with the recognition of liabilities for asbestos related matters, the Company records asbestos related insurance recoveries that are deemed probable. For additional information, see Note 19 Commitments and Contingencies.

REIMBURSEMENT RECEIVABLES

In conjunction with the Resideo Technologies, Inc. (Resideo) spin-off, the Company entered into a reimbursement agreement under which Honeywell receives cash payments as reimbursement primarily related to net spending for environmental matters at certain sites as defined in the reimbursement agreement. Accordingly, the Company recorded receivables based on estimates of the underlying reimbursable Honeywell environmental spend, and the Company monitors the recoverability of such receivables, which are subject to the terms of applicable credit agreements and general ability to pay.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 2. ACQUISITIONS AND DIVESTITURES

ACQUISITIONS

On November 29, 2021, Honeywell Quantum Solutions, a wholly-owned subsidiary of Honeywell, and Cambridge Quantum Computing, a leading developer of quantum computing and quantum software, combined to form Quantinuum. Prior to closing the transaction, Honeywell held a 4.2% ownership interest in Cambridge Quantum Computing. At closing of the business combination, Honeywell contributed an additional \$270 million of cash and is the controlling majority-owner of Quantinuum, with an overall 54% ownership in the business. Quantinuum is well positioned to lead the quantum computing industry by offering advanced, fully integrated hardware and software solutions at an unprecedented pace, scale and level of performance to large high-growth markets worldwide. Quantinuum supports customer needs for improved computation in cyber security, drug discovery and delivery, material science, finance, and optimization across all major industrial markets. The business is included within Corporate and All Other, which is not considered a reportable business segment. The combination was accounted for under the acquisition method of accounting; as such, assets and liabilities of Quantinuum are consolidated by Honeywell and included in the Consolidated Balance Sheet. Upon close of the transaction, Honeywell recorded a non-cash adjustment of \$460 million in Additional paid-in-capital on the Consolidated Balance Sheet as the contribution of ownership interest in Honeywell Quantum Solutions and Cambridge Quantum Computing for the formation of Quantinuum. In addition, Honeywell recognized a gain of \$22 million related to the fair value remeasurement of Honeywell's existing 4.2% ownership interest in Cambridge Quantum Computing, which was recorded in Other (income) expense on in the Consolidated Statement of Operations. At close of the transaction, the fair value of Cambridge Quantum Computing's noncontrolling interest in Quantinuum was \$419 million. In December 2021, Cambridge Quantum Computing contributed cash of \$12 million to Quantinuum, increasing their noncontrolling interest and decreasing Honeywell's additional-paid-in-capital. As of December 31, 2021, the assets and liabilities in Honeywell's Consolidated Balance Sheet includes \$90 million of intangible assets and \$943 million allocated to goodwill, which is non-deductible for tax purposes. The purchase accounting is subject to final adjustments, primarily for the valuation of intangible assets and goodwill.

On February 12, 2021, the Company acquired 100% of the shares outstanding of Sparta Systems, a leading provider of enterprise quality management software for the life sciences industry, for \$1,303 million. Sparta Systems is expected to further strengthen the Company's leadership in industrial automation, digital transformation solutions, and enterprise performance management software. The business is included within the Performance Materials and Technologies segment. The assets and liabilities acquired with Sparta Systems are included in the Consolidated Balance Sheet as of December 31, 2021, including \$383 million of intangible assets and \$1,011 million allocated to goodwill, which is nondeductible for tax purposes. The purchase accounting is subject to final adjustment, primarily for the valuation of intangible assets, amounts allocated to goodwill, tax balances, and certain pre-acquisition contingencies.

During 2020, the Company acquired businesses for an aggregate cost (net of cash and debt assumed) of \$261 million, which included the October 2020 acquisition of Rocky Research and the December 2020 acquisition of Sine Group. Rocky Research is a technology leader specializing in thermal, energy and power management solutions and is included within the Aerospace segment. Sine Group offers a Software-as-a-Service (SaaS) that handles visitor management, workplace and supply chain solutions and is included in the Honeywell Building Technologies segment. The acquisition of Rocky Research and Sine Group included approximately \$167 million allocated to goodwill, which is non-deductible for tax purposes.

During 2019, there were no significant acquisitions that closed individually or in the aggregate.

DIVESTITURES

On March 15, 2021, the Company completed the sale of its retail footwear business in exchange for gross cash consideration of \$230 million. The Company recognized a pre-tax gain of \$95 million for the twelve months ended December 31, 2021, which was recorded in Other (income) expense. The retail footwear business was previously included in the Safety and Productivity Solutions segment.

During 2020 and 2019, there were no significant divestitures that closed individually or in the aggregate.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 3. REVENUE RECOGNITION AND CONTRACTS WITH CUSTOMERS

The Company has a comprehensive offering of products and services, including software and technologies, that are sold to a variety of customers in multiple end markets. See the following disaggregated revenue table and related discussions by operating segment for details.

	Years Ended December 31,		
	2021	2020	2019
Aerospace			
Commercial Aviation Original Equipment	\$ 1,720	\$ 1,940	\$ 2,999
Commercial Aviation Aftermarket	4,155	3,812	5,761
Defense and Space	5,151	5,792	5,294
	11,026	11,544	14,054
Honeywell Building Technologies			
Products	3,243	2,971	3,293
Building Solutions	2,296	2,218	2,424
	5,539	5,189	5,717
Performance Materials and Technologies			
UOP	2,348	2,177	2,890
Process Solutions	4,611	4,590	5,146
Advanced Materials	3,054	2,656	2,798
	10,013	9,423	10,834
Safety and Productivity Solutions			
Safety and Retail	2,387	2,414	2,215
Productivity Solutions and Services	1,610	1,270	1,285
Warehouse and Workflow Solutions	2,944	1,965	1,719
Advanced Sensing Technologies	873	832	885
	7,814	6,481	6,104
Corporate and All Other			
	—	—	—
Net sales	\$ 34,392	\$ 32,637	\$ 36,709

Aerospace – A global supplier of products, software and services for aircrafts that it sells to OEM and other customers in a variety of end markets including: air transport, regional, business and general aviation aircraft, airlines, aircraft operators and defense and space contractors. Aerospace products and services include auxiliary power units, propulsion engines, environmental control systems, integrated avionics, wireless connectivity services, electric power systems, engine controls, flight safety, communications, navigation hardware, data and software applications, radar and surveillance systems, aircraft lighting, management and technical services, advanced systems and instruments, satellite and space components, aircraft wheels and brakes, repair, and overhaul services and thermal systems. Aerospace also provides spare parts, repair, overhaul and maintenance services (principally to aircraft operators) for the aftermarket. Honeywell Forge solutions are leveraged by the Company's customers as tools to turn data into predictive maintenance and predictive analytics to enable better fleet management and make flight operations more efficient.

Honeywell Building Technologies – A global provider of products, software, solutions, and technologies that enable building owners and occupants to ensure their facilities are safe, energy efficient, sustainable, and productive. Honeywell Building Technologies products and services include advanced software applications for building control and optimization; sensors, switches, control systems, and instruments for energy management; access control; video surveillance; fire products; and installation, maintenance and upgrades of systems. Honeywell Forge solutions enable the Company's customers to digitally manage buildings, connecting data from different assets to enable smart maintenance, improve building performance, and even protect from incoming security threats.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Performance Materials and Technologies – A global provider in developing and manufacturing high-quality performance chemicals and materials, process technologies, and automation solutions. The segment is comprised of Process Solutions, UOP, and Advanced Materials. Process Solutions provides automation control, instrumentation, advanced software, and related services for the oil and gas, refining, pulp and paper, industrial power generation, chemicals and petrochemicals, biofuels, life sciences, and metals, minerals, and mining industries. Through its smart energy products, Process Solutions enables utilities and distribution companies to deploy advanced capabilities to improve operations, reliability, and environmental sustainability. UOP provides process technology, products, including catalysts and adsorbents, equipment, and consulting services that enable customers to efficiently produce gasoline, diesel, jet fuel, petrochemicals and renewable fuels for the petroleum refining, gas processing, petrochemical, and other industries. Advanced Materials manufactures a wide variety of high-performance products, including materials used to manufacture end products such as bullet-resistant armor, nylon, computer chips, and pharmaceutical packaging, and provides reduced and low global-warming-potential materials based on hydrofluoro-olefin technology. In the industrial environment, Honeywell Forge solutions enable integration and connectivity to provide a holistic view of operations and turn data into clear actions to maximize productivity and efficiency. Honeywell Forge's cybersecurity capabilities help identify risks and act on cyber-related incidents, together enabling improved operations and protecting processes, people and assets.

Safety and Productivity Solutions – A global provider of products and software that improve productivity, workplace safety and asset performance to customers around the globe. Safety products include PPE, apparel, gear, and footwear; gas detection technology; and cloud-based notification and emergency messaging. Productivity Solutions products and services include mobile devices and software for computing, data collection, and thermal printing; supply chain and warehouse automation equipment, software and solutions; custom-engineered sensors, switches and controls for sensing and productivity solutions; and software-based data and asset management productivity solutions. Honeywell Forge solutions digitally automate processes to improve efficiency while reducing downtime and safety costs.

Corporate and All Other – Corporate and All Other includes revenue from Honeywell's majority-owned investment in Quantinuum. Through Quantinuum, Honeywell provides a wide range of service offerings of fully integrated quantum computing hardware and software solutions.

For a summary by disaggregated product and services sales for each segment, refer to Note 22 Segment Financial Data.

The Company recognizes revenue arising from performance obligations outlined in contracts with its customers that are satisfied at a point in time and over time. The disaggregation of the Company's revenue based off timing of recognition is as follows:

	Years Ended December 31,		
	2021	2020	2019
Products, transferred point in time	58 %	61 %	61 %
Products, transferred over time	17	15	14
Net product sales	75	76	75
Services, transferred point in time	8	8	9
Services, transferred over time	17	16	16
Net service sales	25	24	25
Net sales	100 %	100 %	100 %

CONTRACT BALANCES

The Company records progress on satisfying performance obligations under contracts with customers and the related billings and cash collections are recorded on the Consolidated Balance Sheet in Accounts receivable—net and Other assets (unbilled receivables (contract assets) and billed receivables) and Accrued liabilities and Other liabilities (customer advances and deposits (contract liabilities)). Unbilled receivables (contract assets) arise when the timing of cash collected from customers differs from the timing of revenue recognition, such as when contract provisions require specific milestones to be met before a customer can be billed. Contract assets are recognized when the revenue associated with the contract is recognized prior to billing and derecognized when billed in accordance with the terms of the contract. Contract liabilities are recorded when customers remit contractual cash payments in advance of us satisfying performance obligations under contractual arrangements, including those with performance obligations to be satisfied over a period of time. Contract liabilities are derecognized when revenue is recorded, either when a milestone is met triggering the contractual right to bill or when the performance obligation is satisfied.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Contract balances are classified as assets or liabilities on a contract-by-contract basis at the end of each reporting period.

The following table summarizes the Company's contract assets and liabilities balances:

	2021	2020
Contract assets—January 1	\$ 1,618	\$ 1,602
Contract assets—December 31	2,060	1,618
Change in contract assets—(increase) (decrease)	\$ 442	\$ 16
Contract liabilities—January 1	\$ (4,033)	\$ (3,501)
Contract liabilities—December 31	(4,290)	(4,033)
Change in contract liabilities—(increase) decrease	\$ (257)	\$ (532)
Net change	\$ 185	\$ (516)

The net change in 2021 and 2020 was primarily driven by the receipt of advance payments from customers exceeding recognition of revenue as performance obligations were satisfied prior to billing. For the years ended December 31, 2021 and 2020, the Company recognized revenue of \$1,925 million and \$1,709 million, respectively, that was previously included in the beginning balance of contract liabilities.

Contract assets include \$2,035 million and \$1,589 million of unbilled balances under long-term contracts as of December 31, 2021 and 2020, respectively. These amounts are billed in accordance with the terms of customer contracts to which they relate.

When contracts are modified to account for changes in contract specifications and requirements, the Company considers whether the modification either creates new or changes the existing enforceable rights and obligations. Contract modifications for goods or services and not distinct from the existing contract, due to the significant integration with the original good or service provided, are accounted for as if they were part of that existing contract. The effect of a contract modification on the transaction price and the Company's measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis. When the modifications include additional performance obligations that are distinct and at relative stand-alone selling price, they are accounted for as a new contract and performance obligation, which are recognized prospectively.

PERFORMANCE OBLIGATIONS

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is defined as the unit of account. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. When the Company's contracts with customers require highly complex integration or manufacturing services that are not separately identifiable from other promises in the contracts and, therefore, not distinct, then the entire contract is accounted for as a single performance obligation. In situations when the Company's contracts includes distinct goods or services that are substantially the same and have the same pattern of transfer to the customer over time, they are recognized as a series of distinct goods or services. For any contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation based on the estimated relative standalone selling price of each distinct good or service in the contract. For product sales, each product sold to a customer typically represents a distinct performance obligation. In such cases, the observable standalone sales are used to determine the stand alone selling price.

Performance obligations are satisfied as of a point in time or over time. Performance obligations are supported by contracts with customers, providing a framework for the nature of the distinct goods, services or bundle of goods and services. The timing of satisfying the performance obligation is typically indicated by the terms of the contract.

The following table outlines the Company's remaining performance obligations disaggregated by segment:

	December 31, 2021
Aerospace	\$ 9,423
Honeywell Building Technologies	6,871
Performance Materials and Technologies	7,243
Safety and Productivity Solutions	4,143
Corporate and All Other ⁽¹⁾	2
	\$ 27,682

(1) The remaining performance obligations within Corporate and All Other relate to the Quantinuum business.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Performance obligations recognized as of December 31, 2021 will be satisfied over the course of future periods. The Company's disclosure of the timing for satisfying the performance obligation is based on the requirements of contracts with customers. However, from time to time, these contracts may be subject to modifications, impacting the timing of satisfying the performance obligations. Performance obligations expected to be satisfied within one year and greater than one year are 59% and 41%, respectively.

The timing of satisfaction of the Company's performance obligations does not significantly vary from the typical timing of payment. Typical payment terms of the Company's fixed-price over time contracts include progress payments based on specified events or milestones, or based on project progress. For some contracts the Company may be entitled to receive an advance payment.

The Company has applied the practical expedient for certain revenue streams to exclude the value of remaining performance obligations for (i) contracts with an original expected term of one year or less or (ii) contracts for which the Company recognizes revenue in proportion to the amount the Company has the right to invoice for services performed.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 4. REPOSITIONING AND OTHER CHARGES

A summary of repositioning and other charges follows:

	Years Ended December 31,					
	2021		2020		2019	
Severance	\$	80	\$	475	\$	260
Asset impairments		117		21		95
Exit costs		134		69		83
Reserve adjustments		(13)		(47)		(5)
Total net repositioning charge		318		518		433
Asbestos related litigation charges, net of insurance and reimbursements		129		50		42
Probable and reasonably estimable environmental liabilities, net of reimbursements		22		27		59
Other charges		100		(20)		12
Total net repositioning and other charges	\$	569	\$	575	\$	546

The following table summarizes the pre-tax distribution of total net repositioning and other charges by classification in the Consolidated Statement of Operations:

	Years Ended December 31,					
	2021		2020		2019	
Cost of products and services sold	\$	457	\$	308	\$	276
Selling, general and administrative expenses		112		267		270
Other (income) expense		—		—		—
	\$	569	\$	575	\$	546

The following table summarizes the pre-tax amount of total net repositioning and other charges by segment. These amounts are excluded from segment profit as described in Note 22 Segment Financial Data.

	Years Ended December 31,					
	2021		2020		2019	
Aerospace	\$	62	\$	157	\$	33
Honeywell Building Technologies		13		100		108
Performance Materials and Technologies		24		167		93
Safety and Productivity Solutions		268		41		71
Corporate and All Other		202		110		241
	\$	569	\$	575	\$	546

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

In 2021, the Company recognized repositioning charges totaling \$331 million, including severance costs of \$80 million related to workforce reductions of 6,432 manufacturing and administrative positions mainly in the Company's Safety and Productivity Solutions and Aerospace segments. The workforce reductions were primarily related to the re-alignment of a product line in the Company's Safety and Productivity Solutions segment, site transitions, mainly in Aerospace, to more cost-effective locations, and the Company's productivity and ongoing functional transformation initiatives. The repositioning charge included asset impairments of \$117 million primarily related to the write-down of certain manufacturing and other equipment. The repositioning charge included exit costs of \$134 million primarily for current period exit costs incurred for previously approved repositioning projects, closure obligations associated with site transitions, and lease obligations for equipment. Also, \$13 million of previously established reserves, primarily for severance, were returned to income due to adjustments to the scope of previously announced repositioning actions.

In 2021, Other charges include \$105 million of incremental long-term contract labor cost inefficiencies due to severe supply chain disruptions (attributable to the COVID-19 pandemic) relating to the warehouse automation business within the Safety and Productivity Solutions segment. Certain of these costs incurred include amounts and provisions for anticipated losses recognized during the fourth quarter when total estimated costs at completion for certain of the business' long-term contracts exceeded total estimated revenue. These costs represent unproductive labor costs due to unexpected supply delays and the resulting downstream installation issues, demobilization and remobilization of contract workers, and resolution of contractor disputes. These costs do not include normal operational inefficiencies experienced during a challenging operating environment in 2021.

In 2020, the Company recognized repositioning charges totaling \$565 million, including severance costs of \$475 million related to workforce reductions of 14,159 manufacturing and administrative positions across the Company's segments, with a majority of the workforce reductions in Aerospace and Performance Materials and Technologies. The workforce reductions primarily related to the Company aligning its cost structure with the slowdown in demand for many of its products and services due to the global recession, the Company's productivity and ongoing functional transformation initiatives, and to site consolidations and hub strategies. The repositioning charge included exit costs of \$69 million primarily related to current period exit costs incurred for previously approved repositioning projects. Also, \$47 million of previously established reserves, primarily for severance, were returned to income mainly as a result of higher attrition than anticipated in prior severance actions resulting in lower payments.

In 2019, the Company recognized repositioning charges totaling \$438 million, including severance costs of \$260 million related to workforce reductions of 5,336 manufacturing and administrative positions across the Company's segments. The workforce reductions related to the Company's productivity and ongoing functional transformation initiatives and to site transitions, mainly in Honeywell Building Technologies, as the Company transitions manufacturing to more cost-effective locations. The repositioning charge included asset impairments of \$95 million largely related to a write down in connection with assets held for sale. The repositioning charge included exit costs of \$83 million primarily related to current period exit costs incurred for previously approved repositioning projects, termination fees associated with the early cancellation of supply agreements for certain raw materials in Performance Materials and Technologies and Honeywell Building Technologies and for closure obligations associated with site transitions.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The following table summarizes the status of the Company's total repositioning reserves:

	Severance Costs	Asset Impairments	Exit Costs	Total
Balance at December 31, 2018	\$ 489	\$ —	\$ 77	\$ 566
Charges	260	95	83	438
Usage—cash	(186)	—	(63)	(249)
Usage—noncash	—	(100)	—	(100)
Divestitures	—	—	—	—
Adjustments	(8)	5	(2)	(5)
Foreign currency translation	—	—	1	1
Balance at December 31, 2019	555	—	96	651
Charges	475	21	69	565
Usage—cash	(474)	—	(90)	(564)
Usage—noncash	—	(21)	—	(21)
Divestitures	—	—	—	—
Adjustments	(44)	—	(3)	(47)
Foreign currency translation	15	—	2	17
Balance at December 31, 2020	527	—	74	601
Charges	80	117	134	331
Usage—cash	(299)	—	(83)	(382)
Usage—noncash	—	(119)	—	(119)
Divestitures	—	—	—	—
Adjustments	(14)	2	(1)	(13)
Foreign currency translation	(5)	—	(2)	(7)
Balance at December 31, 2021	\$ 289	\$ —	\$ 122	\$ 411

Certain repositioning projects will recognize exit costs in future periods when the actual liability is incurred. Such exit costs incurred in 2021, 2020, and 2019 were not significant.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 5. INCOME TAXES

INCOME BEFORE TAXES

	Years Ended December 31,		
	2021	2020	2019
U.S.	\$ 3,955	\$ 3,318	\$ 4,178
Non-U.S.	3,280	2,694	3,381
	\$ 7,235	\$ 6,012	\$ 7,559

TAX EXPENSE (BENEFIT)

	Years Ended December 31,		
	2021	2020	2019
Tax expense (benefit) consists of			
Current:			
U.S. Federal	\$ 415	\$ 475	\$ 8
U.S. State	146	79	43
Non-U.S.	886	768	1,099
	\$ 1,447	\$ 1,322	\$ 1,150
Deferred:			
U.S. Federal	\$ 173	\$ 234	\$ 332
U.S. State	37	39	63
Non-U.S.	(32)	(448)	(216)
	178	(175)	179
	\$ 1,625	\$ 1,147	\$ 1,329

	Years Ended December 31,		
	2021	2020	2019
The U.S. federal statutory income tax rate is reconciled to the effective income tax rate as follows:			
U.S. federal statutory income tax rate	21.0 %	21.0 %	21.0 %
Taxes on non-U.S. earnings ⁽¹⁾⁽²⁾	(1.4)	(0.8)	(0.5)
U.S. state income taxes ⁽¹⁾	1.5	1.3	1.1
Reserves for tax contingencies	2.2	(2.6)	2.0
Employee share-based payments	(0.7)	(1.2)	(1.2)
Reduction of certain receivables	—	2.0	—
U.S. Tax Cuts and Jobs Act	—	—	(3.6)
Restructuring	(1.4)	—	—
U.S. Valuation Allowance	2.0	0.1	—
All other items—net	(0.7)	(0.7)	(1.2)
	22.5 %	19.1 %	17.6 %

⁽¹⁾ Net of changes in valuation allowance

⁽²⁾ Includes U.S. taxes on non-U.S. earnings

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The effective tax rate increased by 3.4 percentage points in 2021 compared to 2020. The increase was primarily due to the establishment of a valuation allowance for deferred tax assets not expected to be realized, incremental tax reserves, a lower tax benefit from restructuring and the absence of prior year items including tax benefits realized as a result of the favorable resolution of a foreign tax matter related to the spin-off transactions, tax law changes in India and the resolution of certain U.S. tax matters offset by a non-cash charge related to the reduction of the aggregate carrying value of certain receivables with no corresponding tax benefit. The Company's non-U.S. effective tax rate was 26.0%, an increase of approximately 14.1 percentage points compared to 2020. The increase in the foreign effective tax rate was primarily attributable to incremental tax reserves, the tax impact of restructuring and the absence of prior year items including the favorable resolution of a foreign tax matter related to the previously completed spin-off transactions and tax law changes in India.

The effective tax rate increased by 1.5 percentage points in 2020 compared to 2019. The increase was primarily attributable to accrued withholding taxes related to unremitted foreign earnings and non-cash charges related to the reduction of the aggregate carrying value of certain receivables with no corresponding tax benefit, offset by the favorable resolution of a foreign tax matter related to the previously completed spin-off transactions, tax impact of restructuring, tax law changes in India, and the resolution of certain U.S. tax matters. The Company's non-U.S. effective tax rate was 11.9%, a decrease of approximately 14.2 percentage points compared to 2019. The decrease in the foreign effective tax rate was primarily attributable to the favorable resolution of a foreign tax matter related to the previously completed spin-off transactions, tax impact of restructuring, and tax law changes in India offset by accrued withholding taxes related to unremitted foreign earnings.

DEFERRED TAX ASSETS (LIABILITIES)

The tax effects of temporary differences and tax carryforwards which give rise to future income tax benefits and payables are as follows:

	December 31,	
	2021	2020
Deferred tax assets:		
Postretirement benefits other than pensions	\$ 77	\$ 85
Asbestos and environmental	468	508
Employee compensation and benefits	174	180
Lease liabilities	242	197
Other accruals and reserves	260	110
Net operating and capital losses	734	779
Capital loss limitation and carryover	151	—
Tax credit carryforwards	164	219
Gross deferred tax assets	2,270	2,078
Valuation allowance	(857)	(766)
Total deferred tax assets	\$ 1,413	\$ 1,312
Deferred tax liabilities:		
Pension	\$ (948)	\$ (548)
Property, plant and equipment	(464)	(437)
Right-of-use asset	(230)	(184)
Intangibles	(883)	(898)
Unremitted earnings of foreign subsidiaries	(426)	(398)
Other asset basis differences	(334)	(169)
Other	(2)	(31)
Total deferred tax liabilities	(3,287)	(2,665)
Net deferred tax liability	\$ (1,874)	\$ (1,353)

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The Company's gross deferred tax assets include \$901 million related to non-U.S. operations comprised principally of net operating losses, capital loss and tax credit carryforwards, primarily in Canada, France, Germany, Luxembourg, and the United Kingdom, and deductible temporary differences. The Company maintains a valuation allowance of \$703 million against a portion of the non-U.S. gross deferred tax assets. Additionally, a valuation allowance of \$150 million was established against the U.S. gross deferred tax asset for capital losses generated from restructuring transactions during the year. The change in the valuation allowance resulted in an increase of \$124 million, increase of \$105 million, and a decrease of \$23 million to income tax expense in 2021, 2020 and 2019, respectively. In the event the Company determines that it will not be able to realize its net deferred tax assets in the future, the Company will reduce such amounts through an increase to income tax expense in the period such determination is made. Conversely, if the Company determines that it will be able to realize net deferred tax assets in excess of the carrying amounts, the Company will decrease the recorded valuation allowance through a reduction to income tax expense in the period that such determination is made.

As of December 31, 2021, the Company recorded a \$426 million deferred tax liability on all unremitted foreign earnings based on estimated earnings and profits of approximately \$17.1 billion as of the balance sheet date.

As of December 31, 2021, the Company's net operating loss, capital loss and tax credit carryforwards were as follows:

Jurisdiction	Expiration Period	Net Operating and Capital Loss Carryforwards	Tax Credit Carryforwards
U.S. Federal	2040	\$ 684	\$ 97
U.S. State	2040	390	21
Non-U.S.	2041	466	50
Non-U.S.	Indefinite	2,185	—
		\$ 3,725	\$ 168

Many jurisdictions impose limitations on the timing and utilization of net operating loss and tax credit carryforwards. In those instances, whereby there is an expected permanent limitation on the utilization of the net operating loss or tax credit carryforward, the deferred tax asset and amount of the carryforward have been reduced.

	Years Ended December 31,		
	2021	2020	2019
Change in unrecognized tax benefits:			
Balance at beginning of year	\$ 991	\$ 1,164	\$ 1,089
Gross increases related to current period tax positions	93	94	51
Gross increases related to prior periods tax positions	39	68	83
Gross decreases related to prior periods tax positions	(27)	(256)	(34)
Decrease related to resolutions of audits with tax authorities	(1)	(35)	(3)
Expiration of the statute of limitations for the assessment of taxes	(12)	(76)	(13)
Foreign currency translation	(22)	32	(9)
Balance at end of year	\$ 1,061	\$ 991	\$ 1,164

As of December 31, 2021, 2020 and 2019, there were \$1,061 million, \$991 million, and \$1,164 million, respectively, of unrecognized tax benefits that if recognized would be recorded as a component of Tax expense.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The following table summarizes tax years that remain subject to examination by major tax jurisdictions as of December 31, 2021:

Jurisdiction	Open Tax Years Based on Originally Filed Returns	
	Examination in progress	Examination not yet initiated
U.S. Federal	2017-2018	2019-2021
U.S. State	2013-2019	2017-2021
Australia	n/a	2018-2021
Canada ⁽¹⁾	2015-2018	2019-2021
China	2011-2020	2021
France	2018-2020	2021
Germany ⁽¹⁾	2009-2018	2019-2021
India	1999-2020	2021
Italy	2012-2018	2019-2021
Netherlands	n/a	2018-2021
Switzerland ⁽¹⁾	2016-2018	2019-2021
United Kingdom	2013-2019	2020-2021

⁽¹⁾ Includes provincial or similar local jurisdictions, as applicable.

Based on the outcome of these examinations, or as a result of the expiration of statute of limitations for specific jurisdictions, it is reasonably possible that certain unrecognized tax benefits for tax positions taken on previously filed tax returns will materially change from those recorded as liabilities in the Company's financial statements. In addition, the outcome of these examinations may impact the valuation of certain deferred tax assets (such as net operating losses) in future periods.

Unrecognized tax benefits for examinations in progress were \$592 million, \$556 million, and \$413 million, as of December 31, 2021, 2020 and 2019, respectively. Estimated interest and penalties related to the underpayment of income taxes are classified as a component of Tax expense in the Consolidated Statement of Operations and totaled \$79 million, \$80 million, and \$73 million for the years ended December 31, 2021, 2020 and 2019, respectively. Accrued interest and penalties were \$580 million, \$507 million, and \$487 million, as of December 31, 2021, 2020 and 2019, respectively.

NOTE 6. INVENTORIES

	December 31,	
	2021	2020
Raw materials	\$ 1,352	\$ 1,079
Work in process	861	798
Finished products	2,925	2,612
	\$ 5,138	\$ 4,489

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 7. PROPERTY, PLANT AND EQUIPMENT—NET

	December 31,	
	2021	2020
Land and improvements	\$ 226	\$ 259
Machinery and equipment	10,143	10,008
Buildings and improvements	3,225	3,245
Construction in progress	856	825
	14,450	14,337
Less—Accumulated depreciation	(8,888)	(8,767)
	\$ 5,562	\$ 5,570

Depreciation expense was \$674 million, \$644 million and \$673 million for the years ended December 31, 2021, 2020 and 2019, respectively.

NOTE 8. GOODWILL AND OTHER INTANGIBLE ASSETS—NET

The following table summarizes the change in the carrying amount of goodwill for the years ended December 31, 2021 and 2020 by segment.

	December 31, 2020	Acquisitions/ Divestitures	Currency Translation Adjustment	December 31, 2021
Aerospace	\$ 2,378	\$ 21	\$ —	\$ 2,399
Honeywell Building Technologies	3,385	20	(88)	3,317
Performance Materials and Technologies	5,255	1,019	(136)	6,138
Safety and Productivity Solutions	5,040	(32)	(47)	4,961
Corporate and All Other	—	943	(2)	941
	\$ 16,058	\$ 1,971	\$ (273)	\$ 17,756

Other intangible assets are comprised of:

	December 31, 2021			December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Determinable life intangibles:						
Patents and technology	\$ 2,345	\$ (1,678)	\$ 667	\$ 2,159	\$ (1,595)	\$ 564
Customer relationships	4,045	(2,235)	1,810	3,889	(2,050)	1,839
Trademarks	356	(261)	95	327	(247)	80
Other	298	(271)	27	298	(267)	31
	7,044	(4,445)	2,599	6,673	(4,159)	2,514
Indefinite life intangibles:						
Trademarks	1,014	—	1,014	1,046	—	1,046
	\$ 8,058	\$ (4,445)	\$ 3,613	\$ 7,719	\$ (4,159)	\$ 3,560

Intangible assets amortization expense was \$465 million, \$358 million and \$415 million for the years ended December 31, 2021, 2020 and 2019, respectively. Estimated intangible asset amortization expense for each of the next five years approximates \$310 million in 2022, \$273 million in 2023, \$250 million in 2024, \$241 million in 2025 and \$203 million in 2026.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 9. LONG-TERM DEBT AND CREDIT AGREEMENTS

	December 31,	
	2021	2020
4.25% notes due 2021	\$ —	\$ 800
1.85% notes due 2021	—	1,500
0.483% notes due 2022	500	2,500
2.15% notes due 2022	600	600
Floating rate notes due 2022	600	1,100
1.30% Euro notes due 2023	1,416	1,534
3.35% notes due 2023	300	300
0.00% Euro notes due 2024	566	614
2.30% notes due 2024	750	750
1.35% notes due 2025	1,250	1,250
2.50% notes due 2026	1,500	1,500
1.10% notes due 2027	1,000	—
2.25% Euro notes due 2028	849	920
2.70% notes due 2029	750	750
1.95% notes due 2030	1,000	1,000
1.75% notes due 2031	1,500	—
0.75% Euro notes due 2032	566	614
5.70% notes due 2036	441	441
5.70% notes due 2037	462	462
5.375% notes due 2041	417	417
3.812% notes due 2047	445	445
2.80% notes due 2050	750	750
Industrial development bond obligations, floating rate maturing at various dates through 2037	22	22
6.625% debentures due 2028	201	201
9.065% debentures due 2033	51	51
Other (including capitalized leases and debt issuance costs), 8.2% weighted average interest rate maturing at various dates through 2026	121	266
	16,057	18,787
Less-current portion	(1,803)	(2,445)
	\$ 14,254	\$ 16,342

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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The schedule of principal payments on long-term debt is as follows:

	December 31, 2021	
2022	\$	1,803
2023		1,810
2024		1,344
2025		1,258
2026		1,503
Thereafter		8,339
		16,057
Less-current portion		(1,803)
	\$	14,254

On November 1, 2021, the Company repaid its 1.85% notes due 2021.

On August 16, 2021 the Company issued \$1.0 billion 1.10% Senior Notes due 2027 and \$1.5 billion 1.75% Senior Notes due 2031 (collectively, the Notes). The Company may redeem the Notes at any time, and from time to time, in whole or in part, at the Company's option at the applicable make-whole redemption price. The Notes are senior unsecured and unsubordinated obligations of the Company and rank equally with each other and with all of the Company's existing and future senior unsecured debt and senior to all of the Company's subordinated debt. The offering provided gross proceeds of \$2.5 billion, offset by \$18.0 million in discount and closing costs related to the offering. The Company used the proceeds of the offering to redeem at par \$2 billion of the \$2.5 billion in outstanding principal amount of the callable 0.483% Senior Notes due 2022 and to redeem in full and at par \$500 million callable Floating Rate Senior Notes due 2022 that the Company issued in August 2020.

On March 31, 2021, the Company entered into a \$4.0 billion Amended and Restated Five Year Credit Agreement (the 5-Year Credit Agreement) and a \$1.5 billion 364-Day Credit Agreement (the 364-Day Credit Agreement). The 5-Year Credit Agreement amended and restated the previously reported \$4.0 billion amended and restated five-year credit agreement dated as of April 26, 2019. Commitments under the 5-Year Credit Agreement can be increased pursuant to the terms of the 5-Year Credit Agreement to an aggregate amount not to exceed \$4.5 billion. The 364-Day Credit Agreement replaced the \$1.5 billion 364-day credit agreement dated as of April 10, 2020, which was terminated in accordance with its terms effective March 31, 2021. Amounts borrowed under the 364-Day Credit Agreement are required to be repaid no later than March 30, 2022, unless (i) Honeywell elects to convert all then outstanding amounts into a term loan, upon which such amounts shall be repaid in full on March 30, 2023, or (ii) the 364-Day Credit Agreement is terminated earlier pursuant to its terms. The 5-Year Credit Agreement and the 364-Day Credit Agreement are maintained for general corporate purposes. On November 18, 2021, the Company amended the 364-Day Credit Agreement and the 5-Year Credit Agreement to transition from LIBOR-based benchmark rates to the appropriate replacement rates.

On March 1, 2021, the Company repaid its 4.25% notes due 2021.

As of December 31, 2021, there were no outstanding borrowings under the 364-Day Credit Agreement or 5-Year Credit Agreement.

On August 19, 2020, the Company issued \$2.5 billion 0.483% Senior Notes due 2022 and \$500 million Floating Rate Senior Notes due 2022 (collectively, the 2022 Callable Notes). The \$500 million Floating Rate Senior Notes due 2022 were issued at a variable interest rate equal to the three-month LIBOR plus the applicable margin of 0.23%. The Company may redeem the 2022 fixed rate notes at any time, in whole or in part, at the Company's option. The Company may redeem the 2022 floating rate notes at any time, in whole or in part, on or after August 19, 2021. The 2022 Callable Notes resulted in gross proceeds of \$3.0 billion, offset by \$10 million in discount and closing costs related to the offering. The Company used the proceeds of the offering to repay \$3.0 billion of borrowings under the Term Loan Agreement (defined below).

On May 18, 2020, the Company issued \$1.25 billion 1.35% Senior Notes due 2025, \$1.0 billion 1.95% Senior Notes due 2030, and \$750 million 2.80% Senior Notes due 2050 (collectively, the 2020 Notes) to replace and, accordingly, permanently reduce \$3.0 billion of undrawn commitments under the Term Loan Agreement, referenced below. The Company may redeem the 2020 Notes at any time, in whole or in part, at the Company's option. The offering provided gross proceeds of \$3.0 billion, offset by \$27 million in discount and closing costs related to the offering.

On March 10, 2020, the Company issued €500 million 0.00% Senior Notes due 2024 and €500 million 0.75% Senior Notes due 2032 (collectively, the 2020 Euro Notes). The offering provided gross proceeds of \$1.1 billion, offset by \$9 million in discount and closing costs related to the offering.

The 2022 Callable Notes, 2020 Notes, and 2020 Euro Notes are senior unsecured and unsubordinated obligations of the Company and rank equally with each other and with all of the Company's existing and future senior unsecured debt and senior to all of the Company's subordinated debt.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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On March 26, 2020, the Company entered into a Delayed Draw Term Loan Agreement (the Term Loan Agreement) with a syndicate of banks. The Term Loan Agreement provided for a two-year, delayed draw term loan facility in the aggregate principal amount of \$6.0 billion. Effective May 22, 2020, the Company permanently reduced the undrawn commitments under the Term Loan Agreement by an aggregate amount of \$3.0 billion. On June 24, 2020, the Company drew on the remaining \$3.0 billion of commitments under the Term Loan Agreement at a variable interest rate equal to the one-month LIBOR plus the applicable margin of 1.25%. The draw provided gross proceeds of \$3.0 billion, offset by \$7 million in closing costs related to the borrowing. On August 20, 2020, the Company prepaid the outstanding principal amount of \$3.0 billion, using the proceeds from the offering of the 2022 Callable Notes.

On February 21, 2020, the Company paid its 0.65% Euro notes due 2020.

NOTE 10. LEASES

A significant portion of the Company's operating and finance lease portfolio includes corporate offices, research and development facilities, manufacturing sites, information technology equipment, and automobiles. The majority of the Company's leases have remaining lease terms of 1 year to 20 years, some of which include options to extend the leases for 5 years or more. Operating lease ROU assets are included in Other assets. The current portion of operating lease liabilities are included in Accrued liabilities, and the non-current portion of operating lease liabilities are included in Other liabilities on the Consolidated Balance Sheet. Finance lease ROU assets are included in Property, plant and equipment—net. The current portion of finance lease liabilities are included in Current maturities of long-term debt, and the non-current portion of finance lease liabilities are included in Long-term debt on the Consolidated Balance Sheet.

A portion of the Company's real estate leases is generally subject to annual changes in the Consumer Price Index (CPI). The changes to the CPI are treated as variable lease payments and recognized in the period in which the obligation for those payments was incurred. In addition, a subset of the Company's automobile leases are considered variable. The variable lease payments for such automobiles leases are based on actual mileage incurred at the stated contractual rate and recognized in the period in which the obligation for those payments was incurred.

	Years Ended December 31,	
	2021	2020
Operating lease cost	\$ 228	\$ 214
Variable lease cost	14	18
Short-term lease cost	15	17
Finance lease cost:		
Amortization of right-of-use assets	65	69
Interest on lease liability	24	27
Total finance lease cost	89	96
Total lease cost	\$ 346	\$ 345

Supplemental cash flow information related to leases was as follows:

	Years Ended December 31,	
	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	\$ 215	\$ 206
Operating cash flows for finance leases	24	32
Financing cash flows for finance leases	67	65
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 350	\$ 245
Finance leases	32	27

Supplemental balance sheet information related to leases was as follows:

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

	December 31,	
	2021	2020
Operating leases:		
Other assets	\$ 947	\$ 773
Accrued liabilities	185	187
Other liabilities	847	641
Total operating lease liabilities	\$ 1,032	\$ 828
Finance leases:		
Property, plant and equipment	\$ 325	\$ 357
Accumulated depreciation	(177)	(180)
Property, plant and equipment—net	\$ 148	\$ 177
Current maturities of long-term debt	\$ 57	\$ 60
Long-term debt	99	124
Total finance lease liabilities	\$ 156	\$ 184
Weighted-average remaining lease term:		
Operating leases	9 years	7 years
Finance leases	3 years	3 years
Weighted-average discount rate:		
Operating leases	2.3 %	2.9 %
Finance leases	11.0 %	16.3 %

As of December 31, 2021, maturities of lease liabilities were as follows:

	Operating Leases	Finance Leases
2022	\$ 215	\$ 77
2023	188	59
2024	153	47
2025	113	14
2026	91	—
Thereafter	404	—
Total lease payments	1,164	197
Less-interest	(132)	(41)
Total	\$ 1,032	\$ 156

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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NOTE 11. DERIVATIVE INSTRUMENTS AND HEDGING TRANSACTIONS

DERIVATIVES AND HEDGING ACTIVITIES

The Company uses derivative financial instruments to manage its risks related to interest rates and foreign currency exchange rate fluctuations. Derivative financial instruments are not used for trading or other speculative purposes. To qualify as a hedge, derivative financial instruments must be evaluated for hedge effectiveness at the inception of the contract and designated as a hedge. Changes in fair value of the derivative contract must be highly correlated with changes in fair value of the underlying hedged item at inception and over the life of the hedge contract.

FOREIGN CURRENCY RISK MANAGEMENT

The Company operates a global business in a wide variety of foreign currencies. The Company's exposure to market risk for changes in foreign currency exchange rates arises from international financing activities between subsidiaries, foreign currency denominated monetary assets and liabilities, and transactions arising from international trade. The Company's objective is to preserve the U.S. Dollar value of foreign currency denominated cash flows and earnings. The Company monitors its collective foreign currency exposure and enters into foreign currency exchange forward and option contracts (foreign currency exchange contracts) with third parties, when necessary, to minimize the impact of changes in foreign currency exchange rates.

The Company has monetary assets and liabilities denominated in non-functional currencies. Prior to conversion into U.S. dollars, these assets and liabilities are remeasured at spot exchange rates in effect on the balance sheet date. The effects of changes in spot rates are recognized in earnings and included in Other (income) expense. The Company uses foreign currency exchange contracts to hedge its foreign currency exposure. These contracts are marked-to-market with the resulting gains and losses recognized in earnings offsetting the gains and losses on the non-functional currency denominated monetary assets and liabilities being hedged. The Company uses foreign currency contracts to hedge forecasted sales and purchases, which are denominated in non-functional currencies. Changes in the forecasted non-functional currency cash flows due to movements in exchange rates are substantially offset by changes in the fair value of these foreign currency exchange contracts designated as hedges. Market value gains and losses on these contracts are recognized in earnings when the hedged transaction is recognized. As of December 31, 2021, and 2020, the Company held contracts with notional amounts of \$12,671 million and \$16,123 million to exchange foreign currencies, principally the U.S. Dollar, Euro, Canadian Dollar, British Pound, Mexican Peso, Chinese Renminbi, and Indian Rupee.

The Company also designates certain foreign currency debt and derivative contracts as hedges against portions of its net investment in foreign operations. Gains or losses of the foreign currency debt and derivative contracts designated as net investment hedges are recorded in the same manner as foreign currency translation adjustments.

INTEREST RATE RISK MANAGEMENT

Financial instruments, including derivatives, expose the Company to market risk related to changes in interest rates. The Company uses a combination of financial instruments, including long-term, medium-term, and short-term financing, variable-rate commercial paper, and interest rate swaps to convert the interest rate mix of the Company's total debt portfolio and related overall cost of borrowing.

CREDIT RISK MANAGEMENT

The Company continues to monitor the creditworthiness of its counterparties to mitigate the risk of nonperformance. Financial instruments, including derivatives, expose the Company to counterparty credit risk. In addition, the Company grants credit terms to its customers in the normal course of business. The terms and conditions of the Company's credit sales are designed to mitigate or eliminate concentrations of credit risk with any single customer. The Company's sales are not materially dependent on a single customer or a small group of customers.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

DERIVATIVE AND HEDGING INSTRUMENTS

The following table summarizes the notional amounts and fair values of the Company's outstanding derivatives by risk category and instrument type within the Consolidated Balance Sheet:

	Notional		Fair Value Asset		Fair Value (Liability)	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
Derivatives in Fair Value Hedging Relationships:						
Interest rate swap agreements	\$ 3,150	\$ 3,950	\$ 60	\$ 194	\$ —	\$ —
Derivatives in Cash Flow Hedging Relationships:						
Foreign currency exchange contracts	647	488	4	65	—	(58)
Derivatives in Net Investment Hedging Relationships:						
Foreign currency exchange contracts	746	806	92	45	—	(1)
Cross currency swap agreements	1,200	1,200	39	—	—	(50)
Total Derivatives Designated as Hedging Instruments	5,743	6,444	195	304	—	(109)
Derivatives Not Designated as Hedging Instruments:						
Foreign currency exchange contracts	11,278	14,829	278	92	(282)	(91)
Total Derivatives at Fair Value	\$ 17,021	\$ 21,273	\$ 473	\$ 396	\$ (282)	\$ (200)

All derivative assets are presented in Other current assets or Other assets. All derivative liabilities are presented in Accrued liabilities or Other liabilities.

In addition to the foreign currency derivative contracts designated as net investment hedges, certain of the Company's foreign currency denominated debt instruments are designated as net investment hedges. The carrying value of those debt instruments designated as net investment hedges, which includes the adjustment for the foreign currency transaction gain or loss on those instruments, was \$4,074 million and \$4,414 million as of December 31, 2021 and 2020, respectively.

Interest rate swap agreements are designated as hedge relationships with gains or losses on the derivative recognized in Interest and other financial charges offsetting the gains and losses on the underlying debt being hedged. Gains and losses on interest rate swap agreements recognized in earnings were \$135 million of expense, \$169 million of income and \$70 million of expense for the years ended December 31, 2021, 2020 and 2019, respectively. Gains and losses are fully offset by losses and gains on the underlying debt being hedged.

The following table sets forth the amounts recorded on the Consolidated Balance Sheet related to cumulative basis adjustments for fair value hedges:

Line in the Consolidated Balance Sheet of Hedged Item	Carrying Amount of the Hedged Item		Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Item	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
Long-term debt	\$ 3,210	\$ 4,144	\$ 60	\$ 194

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The following tables summarize the location and impact to the Consolidated Statement of Operations related to derivative instruments:

	Year Ended December 31, 2021					
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges
Gain or (loss) on cash flow hedges:	\$ 34,392	\$ 18,344	\$ 5,050	\$ 4,798	\$ (1,378)	\$ 343
Foreign Currency Exchange Contracts:						
Amount reclassified from accumulated other comprehensive income into income	5	8	2	9	—	—
Gain or (loss) on fair value hedges:						
Interest Rate Swap Agreements:						
Hedged items	—	—	—	—	—	135
Derivatives designated as hedges	—	—	—	—	—	(135)
Gain or (loss) on net investment hedges:						
Foreign Currency Exchange Contracts:						
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	—	—	—	—	16
Gain or (loss) on derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	—	—	—	—	195	—

	Year Ended December 31, 2020					
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges
Gain or (loss) on cash flow hedges:	\$ 32,637	\$ 17,638	\$ 4,531	\$ 4,772	\$ (675)	\$ 359
Foreign Currency Exchange Contracts:						
Amount reclassified from accumulated other comprehensive income into income	(3)	43	11	(4)	28	—
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	10	3	—	29	—
Gain or (loss) on fair value hedges:						
Interest Rate Swap Agreements:						
Hedged items	—	—	—	—	—	(169)
Derivatives designated as hedges	—	—	—	—	—	169
Gain or (loss) on net investment hedges:						
Foreign Currency Exchange Contracts:						
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	—	—	—	—	18
Gain or (loss) on derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	—	—	—	—	(166)	—

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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Year Ended December 31, 2019

	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges
	\$	\$	\$	\$	\$	\$
Gain or (loss) on cash flow hedges:	36,709	19,269	5,070	5,519	(1,065)	357
Foreign Currency Exchange Contracts:						
Amount reclassified from accumulated other comprehensive income into income	3	35	9	1	73	—
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	16	6	—	35	—
Gain or (loss) on fair value hedges:						
Interest Rate Swap Agreements:						
Hedged items	—	—	—	—	—	(70)
Derivatives designated as hedges	—	—	—	—	—	70
Gain or (loss) on net investment hedges:						
Foreign Currency Exchange Contracts:						
Amount excluded from effectiveness testing recognized in earnings using an amortization approach	—	—	—	—	—	19
Gain or (loss) on derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	—	—	—	—	106	—

As of December 31, 2021, the Company estimates that approximately \$10 million of net derivative gains related to its cash flow hedges included in Accumulated other comprehensive income (loss) will be reclassified into earnings within the next 12 months.

The following table summarizes the amounts of gain or (loss) on net investment hedges recognized in Accumulated other comprehensive income (loss):

Derivatives Net Investment Hedging Relationships	Years Ended December 31,	
	2021	2020
Euro-denominated long-term debt	\$ 284	\$ (256)
Euro-denominated commercial paper	57	(8)
Cross currency swap	88	(109)
Foreign currency exchange contracts	40	(94)

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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NOTE 12. FAIR VALUE MEASUREMENTS

The accounting guidance for fair value measurements and disclosures establishes a three-level fair value hierarchy.

- Level 1 - Inputs are based on quoted prices in active markets for identical assets and liabilities.
- Level 2 - Inputs are based on observable inputs other than quoted prices in active markets for identical or similar assets and liabilities.
- Level 3 - One or more inputs are unobservable and significant.

Financial and nonfinancial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The following table sets forth the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis:

	December 31,	
	2021	2020
Assets:		
Foreign currency exchange contracts	\$ 374	\$ 202
Available for sale investments	742	1,118
Interest rate swap agreements	60	194
Cross currency swap agreements	39	—
Investments in equity securities	57	11
Liabilities:		
Foreign currency exchange contracts	\$ 282	\$ 150
Cross currency swap agreements	—	50

The foreign currency exchange contracts, interest rate swap agreements, and cross currency swap agreements are valued using broker quotations, or market transactions in either the listed or over-the-counter markets. As such, these derivative instruments are classified within level 2. The Company also holds investments in commercial paper, certificates of deposits, and time deposits that are designated as available for sale, as well as investments in equity securities, which are valued using published prices based on observable market data. As such, these investments are classified within level 2.

The Company holds certain available for sale investments in U.S. government and corporate debt securities, as well as investments in equity securities, which are valued utilizing published prices based on quoted market pricing, which are classified within level 1.

The carrying value of cash and cash equivalents, trade accounts and notes receivables, payables, commercial paper and short-term borrowings contained in the Consolidated Balance Sheet approximates fair value.

The following table sets forth the Company's financial assets and liabilities that were not carried at fair value:

	December 31, 2021		December 31, 2020	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets:				
Short-term investment	\$ 34	\$ 34	\$ —	\$ —
Long-term receivables	170	152	137	132
Long-term investment	366	366	—	—
Liabilities:				
Long-term debt and related current maturities	\$ 16,057	\$ 17,022	\$ 18,787	\$ 20,176

The Company determined the fair value of the long-term receivables by utilizing transactions in the listed markets for identical or similar assets. As such, the fair value of these receivables is considered level 2.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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The fair value of the short-term and long-term investments are based on the present value of the mandatory redemptions as reflected within Garrett Motion Inc.'s (Garrett) Series B Preferred Stock (Series B Preferred Stock) Certificate of Designation, as amended. Fair Value of the Series B Preferred Stock is not impacted by early redemptions until receipt of payment. The investment is designated as held to maturity and was initially recognized at fair value. The fair value of Garrett's Series B Preferred Stock was determined using observable market data and is considered level 2. Refer to Note 19 Commitments and Contingencies for further discussion of the Company's investment in Garrett's Series B Preferred Stock.

The Company determined the fair value of the long-term debt and related current maturities utilizing transactions in the listed markets for identical or similar liabilities. As such, the fair value of the long-term debt and related current maturities is considered level 2.

NOTE 13. ACCRUED LIABILITIES

	December 31,	
	2021	2020
Customer advances and deferred income	\$ 3,163	\$ 2,932
Compensation, benefit and other employee related	1,273	1,244
Repositioning	411	601
Asbestos related liabilities	261	300
Income taxes	393	307
Other taxes	269	281
Environmental costs	225	225
Operating lease liabilities	185	187
Product warranties and performance guarantees	180	183
Insurance	101	140
Accrued interest	100	102
Other (primarily operating expenses)	1,118	903
	\$ 7,679	\$ 7,405

NOTE 14. OTHER LIABILITIES

	December 31,	
	2021	2020
Income taxes	\$ 2,152	\$ 2,009
Pension and other employee related	1,672	1,923
Deferred income	1,324	1,356
Operating lease liabilities	847	641
Environmental	393	435
Insurance	299	280
Product warranties and performance guarantees	43	60
Asset retirement obligations	26	31
Other	331	240
	\$ 7,087	\$ 6,975

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 15. STOCK-BASED COMPENSATION PLANS

The 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (2016 Plan) and 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. (2016 Directors Plan) were both approved by the shareowners at the Annual Meeting of Shareowners effective on April 25, 2016. At December 31, 2021, 2021, there were 32,337,638, and 815,299 shares of Honeywell common stock available for future grants under terms of the 2016 Plan and 2016 Directors Plan, respectively.

STOCK OPTIONS

The exercise price, term and other conditions applicable to each option granted under the Company's stock plans are generally determined by the Management Development and Compensation Committee of the Board of Directors. The exercise price of stock options is set on the grant date and may not be less than the fair market value per share of the Company's stock on that date. The fair value is recognized as an expense over the employee's requisite service period (generally the vesting period of the award). Options generally vest over a four-year period and expire after ten years.

The fair value of each option award is estimated on the date of grant using the Black-Scholes option-pricing model. Expected volatility is based on implied volatilities from traded options on our common stock and historical volatility of the Company's common stock. The Company used a Monte Carlo simulation model to derive an expected term which represents an estimate of the time options are expected to remain outstanding. Such model uses historical data to estimate option exercise activity and post-vest termination behavior. The risk-free rate for periods within the contractual life of the option is based on the U.S. treasury yield curve in effect at the time of grant.

The following table summarizes the impact to the Consolidated Statement of Operations from stock options:

	Years Ended December 31,		
	2021	2020	2019
Compensation expense	\$ 55	\$ 50	\$ 47
Future income tax benefit recognized	11	10	10

The following table sets forth fair value per share information, including related weighted-average assumptions, used to determine compensation cost.

	Years Ended December 31,		
	2021	2020	2019
Weighted average fair value per share of options granted during the year ⁽¹⁾	\$ 32.42	\$ 21.30	\$ 21.57
Assumptions:			
Expected annual dividend yield	2.31 %	2.59 %	2.65 %
Expected volatility	24.69 %	18.76 %	18.40 %
Risk-free rate of return	0.48 %	1.32 %	2.46 %
Expected option term (years)	4.54	4.62	4.87

⁽¹⁾ Estimated on date of grant using Black-Scholes option-pricing model.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The following table summarizes information about stock option activity for the three years ended December 31, 2021:

	Number of Options	Weighted Average Exercise Price
Outstanding at December 31, 2018	22,478,581	\$ 97.83
Granted	3,136,058	155.43
Exercised	(5,897,060)	84.31
Lapsed or canceled	(986,017)	136.15
Outstanding at December 31, 2019	18,731,562	109.87
Granted	3,192,693	176.93
Exercised	(4,424,754)	88.96
Lapsed or canceled	(930,972)	156.62
Outstanding at December 31, 2020	16,568,529	125.75
Granted	2,065,574	204.99
Exercised	(2,016,489)	113.01
Lapsed or canceled	(764,675)	175.42
Outstanding at December 31, 2021	15,852,939	\$ 135.31
Vested and expected to vest at December 31, 2021⁽¹⁾	14,694,701	\$ 131.08
Exercisable at December 31, 2021	10,664,625	\$ 113.30

⁽¹⁾ Represents the sum of vested options of 10.7 million and expected to vest options of 4.0 million. Expected to vest options are derived by applying the pre-vesting forfeiture rate assumption to total outstanding unvested options of 5.2 million.

The following table summarizes information about stock options outstanding and exercisable at December 31, 2021:

Range of Exercise Prices	Options Outstanding				Options Exercisable			
	Number Outstanding	Weighted Average Life ⁽¹⁾	Weighted Average Exercise Price per share	Aggregate Intrinsic Value	Number Exercisable	Weighted Average Exercise Price per share	Aggregate Intrinsic Value	
\$27.00–\$64.99	90,181	0.17	\$ 56.97	\$ 14	90,181	\$ 56.97	\$ 14	
\$65.00–\$89.99	2,293,585	1.68	79.39	296	2,293,585	79.39	296	
\$90.00–\$99.99	3,341,048	3.44	98.80	367	3,341,048	98.80	366	
\$100.00–\$134.99	2,435,321	5.04	119.69	216	2,314,755	119.19	214	
\$135.00–\$232.99	7,692,804	7.55	173.71	271	2,625,056	158.14	232	
	15,852,939	5.41	\$ 135.28	\$ 1,164	10,664,625	\$ 113.30	\$ 1,122	

⁽¹⁾ Average remaining contractual life in years.

There were 10,120,793 and 11,620,992 options exercisable at weighted average exercise prices of \$103.89 and \$92.19 at December 31, 2020 and 2019, respectively.

The following table summarizes the financial statement impact from stock options exercised:

Options Exercised	Years Ended December 31,		
	2021	2020	2019
Intrinsic value ⁽¹⁾	\$ 219	\$ 379	\$ 483
Tax benefit realized	48	84	117

⁽¹⁾ Represents the amount by which the stock price exceeded the exercise price of the options on the date of exercise.

At December 31, 2021, there was \$100 million of total unrecognized compensation cost related to non-vested stock option awards which is expected to be recognized over a weighted-average period of 2.46 years. The total fair value of options vested for the years ended December 31, 2021, 2020 and 2019 was \$52 million, \$55 million and \$61 million, respectively.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

RESTRICTED STOCK UNITS

Restricted stock unit (RSU) awards entitle the holder to receive one share of common stock for each unit when the units vest. RSUs are issued to certain key employees and directors as compensation at fair market value at the date of grant. RSUs generally become fully vested over periods ranging from three to six years and are payable in Honeywell common stock upon vesting.

The following table summarizes information about RSU activity for the three years ended December 31, 2021:

	Number of Restricted Stock Units	Weighted Average Grant Date Fair Value Per Share
Non-vested at December 31, 2018	3,657,873	\$ 125.35
Granted	1,200,202	162.43
Vested	(1,160,333)	104.32
Forfeited	(457,677)	134.50
Non-vested at December 31, 2019	3,240,065	143.07
Granted	1,551,675	158.52
Vested	(1,001,101)	117.84
Forfeited	(394,116)	145.42
Non-vested at December 31, 2020	3,396,523	148.23
Granted	992,854	214.61
Vested	(1,123,547)	144.34
Forfeited	(308,293)	156.74
Non-vested at December 31, 2021	2,957,536	\$ 171.73

As of December 31, 2021, there was approximately \$273 million of total unrecognized compensation cost related to non-vested RSUs granted under the Company's stock plans which is expected to be recognized over a weighted-average period of 2.23 years.

The following table summarizes the impact to the Consolidated Statement of Operations from RSUs:

	Years Ended December 31,		
	2021	2020	2019
Compensation expense	\$ 162	\$ 118	\$ 106
Future income tax benefit recognized	23	24	21

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 16. EARNINGS PER SHARE

The details of the earnings per share calculations for the years ended December 31, 2021, 2020 and 2019 are as follows (shares in millions):

	Years Ended December 31,		
	2021	2020	2019
Basic			
Net income attributable to Honeywell	\$ 5,542	\$ 4,779	\$ 6,143
Weighted average shares outstanding	692.3	704.1	721.0
Earnings per share of common stock	\$ 8.01	\$ 6.79	\$ 8.52
	Years Ended December 31,		
	2021	2020	2019
Assuming Dilution			
Net income attributable to Honeywell	\$ 5,542	\$ 4,779	\$ 6,143
Average Shares			
Weighted average shares outstanding	692.3	704.1	721.0
Dilutive securities issuable—stock plans	8.1	7.1	9.3
Total weighted average diluted shares outstanding	700.4	711.2	730.3
Earnings per share of common stock—assuming dilution	\$ 7.91	\$ 6.72	\$ 8.41

The diluted earnings per share calculations exclude the effect of stock options when the options' assumed proceeds exceed the average market price of the common shares during the period. In 2021, 2020 and 2019 the weighted number of stock options excluded from the computations were 1.7 million, 5.5 million and 2.5 million, respectively. These stock options were outstanding at the end of each of the respective periods.

NOTE 17. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The changes in Accumulated other comprehensive income (loss) are provided in the tables below. Comprehensive income (loss) attributable to noncontrolling interest consists predominantly of net income.

	Pre-tax	Tax	After-Tax
Year Ended December 31, 2021			
Foreign exchange translation adjustment	\$ 302	\$ —	\$ 302
Pensions and other postretirement benefit adjustments	245	(59)	186
Changes in fair value of available for sale investments	(3)	—	(3)
Changes in fair value of designated cash flow hedges	(4)	1	(3)
	\$ 540	\$ (58)	\$ 482
Year Ended December 31, 2020			
Foreign exchange translation adjustment	\$ (214)	\$ —	\$ (214)
Pensions and other postretirement benefit adjustments	76	(2)	74
Changes in fair value of available for sale investments	4	—	4
Changes in fair value of designated cash flow hedges	(61)	17	(44)
	\$ (195)	\$ 15	\$ (180)
Year Ended December 31, 2019			
Foreign exchange translation adjustment	\$ 143	\$ —	\$ 143
Pensions and other postretirement benefit adjustments	115	(29)	86
Changes in fair value of designated cash flow hedges	20	(9)	11
	\$ 278	\$ (38)	\$ 240

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

COMPONENTS OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

	December 31,	
	2021	2020
Cumulative foreign exchange translation adjustment	\$ (2,478)	\$ (2,780)
Pensions and other postretirement benefit adjustments	(415)	(601)
Fair value adjustments of available for sale investments	1	4
Fair value adjustments of designated cash flow hedges	(3)	—
	\$ (2,895)	\$ (3,377)

CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) BY COMPONENT

	Foreign Exchange Translation Adjustment	Pension and Other Postretirement Adjustments	Changes in Fair Value of Available for Sale Investments	Changes in Fair Value of Cash Flow Hedges	Total
Balance at December 31, 2018	\$ (2,709)	\$ (781)	\$ —	\$ 33	\$ (3,437)
Other comprehensive income (loss) before reclassifications	156	149	—	103	408
Amounts reclassified from accumulated other comprehensive income	(13)	(63)	—	(92)	(168)
Net current period other comprehensive income (loss)	143	86	—	11	240
Balance at December 31, 2019	\$ (2,566)	\$ (675)	\$ —	\$ 44	\$ (3,197)
Other comprehensive income (loss) before reclassifications	(201)	115	4	10	(72)
Amounts reclassified from accumulated other comprehensive income	(13)	(41)	—	(54)	(108)
Net current period other comprehensive income (loss)	(214)	74	4	(44)	(180)
Balance at December 31, 2020	\$ (2,780)	\$ (601)	\$ 4	\$ —	\$ (3,377)
Other comprehensive income (loss) before reclassifications	314	268	(3)	17	596
Amounts reclassified from accumulated other comprehensive income	(12)	(82)	—	(20)	(114)
Net current period other comprehensive income (loss)	302	186	(3)	(3)	482
Balance at December 31, 2021	\$ (2,478)	\$ (415)	\$ 1	\$ (3)	\$ (2,895)

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

RECLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Year Ended December 31, 2021							
Affected Line in the Consolidated Statement of Operations							
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges	Total
Amortization of Pension and Other Postretirement Items:							
Actuarial losses recognized	\$	—	\$	—	\$	7	\$ 7
Prior service (credit) recognized		—		—		(116)	(116)
Losses (gains) on cash flow hedges		(5)	(8)	(2)	(9)	—	(24)
Losses (gains) on excluded component of net investment hedges		—	—	—	—	(16)	(16)
Total before tax	\$	(5)	\$	(8)	\$	(109)	\$
Tax expense (benefit)							35
Total reclassifications for the period, net of tax							\$

Year Ended December 31, 2020							
Affected Line in the Consolidated Statement of Operations							
	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges	Total
Amortization of Pension and Other Postretirement Items:							
Actuarial losses recognized	\$	—	\$	—	\$	57	\$ 57
Prior service (credit) recognized		—		—		(108)	(108)
Losses (gains) on cash flow hedges		3	(43)	(11)	4	(28)	(75)
Losses (gains) on excluded component of net investment hedges		—	—	—	—	(18)	(18)
Total before tax	\$	3	\$	(43)	\$	(79)	\$
Tax expense (benefit)							36
Total reclassifications for the period, net of tax							\$

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Year Ended December 31, 2019

Affected Line in the Consolidated Statement of Operations

	Net Sales	Cost of Products Sold	Cost of Services Sold	Selling, general and administrative expenses	Other (Income) Expense	Interest and Other Financial Charges	Total
Amortization of Pension and Other Postretirement Items:							
Actuarial losses recognized	\$ —	\$ —	\$ —	\$ —	\$ 135	\$ —	\$ 135
Prior service (credit) recognized	—	—	—	—	(104)	—	(104)
Losses (gains) on cash flow hedges	(3)	(35)	(9)	(1)	(73)	—	(121)
Losses (gains) on excluded component of net investment hedges	—	—	—	—	—	(19)	(19)
Total before tax	\$ (3)	\$ (35)	\$ (9)	\$ (1)	\$ (42)	\$ (19)	\$ (109)
Tax expense (benefit)							(59)
Total reclassifications for the period, net of tax							\$ (168)

NOTE 18. CAPITAL STOCK

The Company is authorized to issue up to 2,000,000,000 shares of common stock, with a par value of \$1. Common shareowners are entitled to receive such dividends as may be declared by the Board of Directors, are entitled to one vote per share, and are entitled, in the event of liquidation, to share ratably in all the assets of the Company which are available for distribution to the common shareowners. Common shareowners do not have preemptive or conversion rights. Shares of common stock issued and outstanding or held in the treasury are not liable to further calls or assessments. There are no restrictions on the Company relative to dividends or the repurchase or redemption of common stock.

In April 2019, the Board of Directors authorized the repurchase of up to a total of \$10 billion of Honeywell common stock. On February 12, 2021 the Board of Directors authorized another repurchase of up to a total of \$10 billion of Honeywell common stock, which included \$2.8 billion remaining under, and replaced, the previously approved share repurchase authorization. Approximately \$7.1 billion and \$3.3 billion remained available as of December 31, 2021 and 2020, respectively, for additional share repurchases.

Honeywell repurchased approximately 15.8 million and 20.7 million shares of its common stock during the years ended December 31, 2021 and 2020, for \$3,380 million and \$3,714 million.

The Company is authorized to issue up to 40,000,000 shares of preferred stock, without par value, and can determine the number of shares of each series, and the rights, preferences and limitations of each series. At December 31, 2021, there was no preferred stock outstanding.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 19. COMMITMENTS AND CONTINGENCIES

ENVIRONMENTAL MATTERS

The Company is subject to various federal, state, local and foreign government requirements relating to the protection of the environment. The Company believes that, as a general matter, the Company's policies, practices, and procedures are properly designed to prevent unreasonable risk of environmental damage and personal injury and that the handling, manufacture, use, and disposal of hazardous substances are in accordance with environmental and safety laws and regulations. However, mainly because of past operations and operations of predecessor companies, the Company, like other companies engaged in similar businesses, have incurred remedial response and voluntary cleanup costs for site contamination and are a party to lawsuits and claims associated with environmental and safety matters, including past production of products containing hazardous substances. Additional lawsuits, claims, and costs involving environmental matters are likely to continue to arise in the future.

With respect to environmental matters involving site contamination, the Company continually conducts studies, individually or jointly with other potentially responsible parties, to determine the feasibility of various remedial techniques. It is the Company's policy to record appropriate liabilities for environmental matters when remedial efforts or damage claim payments are probable and the costs can be reasonably estimated. Such liabilities are based on our best estimate of the undiscounted future costs required to complete the remedial work. The recorded liabilities are adjusted periodically as remediation efforts progress or as additional technical, regulatory, or legal information becomes available. Given the uncertainties regarding the status of laws, regulations, enforcement policies, the impact of other potentially responsible parties, technology, and information related to individual sites, the Company does not believe it is possible to develop an estimate of the range of reasonably possible environmental loss in excess of the Company's recorded liabilities. The Company expects to fund expenditures for these matters from operating cash flow. The timing of cash expenditures depends on a number of factors, including the timing of remedial investigations and feasibility studies, the timing of litigation and settlements of remediation liability, personal injury and property damage claims, regulatory approval of cleanup projects, remedial techniques to be utilized, and agreements with other parties.

The following table summarizes information concerning our recorded liabilities for environmental costs:

	Years Ended December 31,		
	2021	2020	2019
Beginning of year	\$ 660	\$ 709	\$ 755
Accruals for environmental matters deemed probable and reasonably estimable	168	173	213
Environmental liability payments	(210)	(216)	(256)
Other	—	(6)	(3)
End of year	\$ 618	\$ 660	\$ 709

Environmental liabilities are included in the following balance sheet accounts:

	December 31,	
	2021	2020
Accrued liabilities	\$ 225	\$ 225
Other liabilities	393	435
	\$ 618	\$ 660

The Company does not currently possess sufficient information to reasonably estimate the amounts of environmental liabilities to be recorded upon future completion of studies, litigation or settlements, and neither the timing nor the amount of the ultimate costs associated with environmental matters can be determined, although they could be material to the Company's consolidated results of operations and operating cash flows in the periods recognized or paid. However, considering the Company's past experience and existing reserves, the Company does not expect that environmental matters will have a material adverse effect on its consolidated financial position.

In conjunction with the Resideo spin-off, the Company entered into an indemnification and reimbursement agreement with a Resideo subsidiary, pursuant to which Resideo's subsidiary has an ongoing obligation to make cash payments to Honeywell in amounts equal to 90% of Honeywell's annual net spending for environmental matters at certain sites as defined in the agreement. The amount payable to Honeywell in any given year is subject to a cap of \$140 million, and the obligation will continue until the earlier of December 31, 2043, or December 31 of the third consecutive year during which the annual payment obligation is less than \$25 million.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Reimbursements associated with this agreement are collected from Resideo quarterly and were \$140 million in both 2021 and 2020 and offset operating cash outflows incurred by the Company. As the Company incurs costs for environmental matters deemed probable and reasonably estimable related to the sites covered by the indemnification and reimbursement agreement, a corresponding receivable from Resideo for 90% of such costs is also recorded. This receivable amount recorded in 2021 and 2020 was \$146 million and \$146 million, respectively. As of December 31, 2021, Other current assets and Other assets included \$140 million and \$457 million, respectively, for the short-term and long-term portion of the receivable amount due from Resideo under the indemnification and reimbursement agreement. As of December 31, 2020, Other current assets and Other assets included \$140 million and \$451 million, respectively, for the short-term and long-term portion of the receivable amount due from Resideo under the indemnification and reimbursement agreement.

ASBESTOS RELATED LIABILITIES

Honeywell is named in asbestos-related personal injury claims related to North American Refractories Company (NARCO), which was sold in 1986, and the Bendix Friction Materials (Bendix) business, which was sold in 2014.

The following tables summarize information concerning NARCO and Bendix asbestos-related balances:

	Year Ended December 31, 2021			Year Ended December 31, 2020			Year Ended December 31, 2019		
	Bendix	NARCO	Total	Bendix	NARCO	Total	Bendix	NARCO	Total
Beginning of year	\$ 1,441	\$ 779	\$ 2,220	\$ 1,499	\$ 858	\$ 2,357	\$ 1,623	\$ 891	\$ 2,514
Accrual for update to estimated liability	64	31	95	80	18	98	78	22	100
Change in estimated cost of future claims	29	—	29	42	—	42	(22)	—	(22)
Update of expected resolution values for pending claims	3	—	3	10	—	10	(4)	—	(4)
Asbestos related liability payments	(165)	(121)	(286)	(190)	(97)	(287)	(176)	(55)	(231)
End of year	\$ 1,372	\$ 689	\$ 2,061	\$ 1,441	\$ 779	\$ 2,220	\$ 1,499	\$ 858	\$ 2,357

INSURANCE RECOVERIES FOR ASBESTOS RELATED LIABILITIES

	Year Ended December 31, 2021			Year Ended December 31, 2020			Year Ended December 31, 2019		
	Bendix	NARCO	Total	Bendix	NARCO	Total	Bendix	NARCO	Total
Beginning of year	\$ 148	\$ 254	\$ 402	\$ 153	\$ 281	\$ 434	\$ 170	\$ 307	\$ 477
Probable insurance recoveries related to estimated liability	7	—	7	10	—	10	3	—	3
Insurance receipts for asbestos related liabilities	(13)	(33)	(46)	(33)	(25)	(58)	(39)	(29)	(68)
Insurance receivables settlements and write offs	—	—	—	18	(2)	16	19	3	22
End of year	\$ 142	\$ 221	\$ 363	\$ 148	\$ 254	\$ 402	\$ 153	\$ 281	\$ 434

NARCO and Bendix asbestos related balances are included in the following balance sheet accounts:

	December 31,	
	2021	2020
Other current assets	\$ 41	\$ 36
Insurance recoveries for asbestos related liabilities	322	366
	\$ 363	\$ 402
Accrued liabilities	\$ 261	\$ 300
Asbestos related liabilities	1,800	1,920
	\$ 2,061	\$ 2,220

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NARCO Products – NARCO manufactured high-grade, heat-resistant, refractory products for various industries. Honeywell's predecessor, Allied Corporation, owned NARCO from 1979 to 1986. Allied Corporation sold the NARCO business in 1986 and entered into a cross-indemnity agreement which included an obligation to indemnify the purchaser for asbestos claims, arising primarily from alleged occupational exposure to asbestos-containing refractory brick and mortar for high-temperature applications. NARCO ceased manufacturing these products in 1980 and filed for bankruptcy in January 2002, at which point in time all then current and future NARCO asbestos claims were stayed against both NARCO and Honeywell pending the reorganization of NARCO. The Company established its initial liability for NARCO asbestos claims in 2002.

NARCO emerged from bankruptcy in April 2013, at which time a federally authorized 524(g) trust was established to evaluate and resolve all existing NARCO asbestos claims (the Trust). Both Honeywell and NARCO are protected by a permanent channeling injunction barring all present and future individual actions in state or federal courts and requiring all asbestos-related claims based on exposure to NARCO asbestos-containing products to be made against the Trust. The NARCO Trust Agreement (TA) and the NARCO Trust Distribution Procedures (TDP) set forth the structure and operating rules of the Trust, and established Honeywell's evergreen funding obligations.

In accordance with the TA, the Trust is eligible to receive cash dividends from Harbison-Walker International Inc. (HWI), the reorganized and renamed entity that emerged from the NARCO bankruptcy. HWI cash dividends are required to be used to pay asbestos-related claims which qualify for payment under the TDP (Annual Contribution Claims) until those funds are exhausted, at which point Honeywell's funding obligation, subject to an annual cap of \$145 million, is triggered. The Trust received dividend payments from HWI in 2021. The Company is also required to fund amounts owed pursuant to settlement agreements reached during the pendency of the NARCO bankruptcy proceedings that provide for the right to submit claims to the Trust subject to qualification under the terms of the settlement agreements and TDP (Pre-Established Unliquidated Claims), as well as fund the annual operating costs of the Trust. There is no annual funding cap relative to Pre-Established Unliquidated Claims.

The operating rules per the TDP define criteria claimants must meet for a claim to be considered valid and paid, which include adequate medical evidence of the claimant's asbestos-related condition and credible evidence of exposure to a specific NARCO asbestos-containing product. The TDP allows Honeywell to audit claim support documents against these criteria. Once operational in 2014, the Trust began to receive, process and pay claims. The Company identified several issues with the way the Trust was adhering to the TDP in audits subsequent to the Trust becoming operational. The Company consistently raised with the Trust concern that the Trust adopted an improper practice of paying claimants who have not demonstrated the requisite exposure. The Trust refused to alter its practices for payment of claims, and in September 2021, Honeywell filed suit against the Trust in the United States Bankruptcy Court for the Western District of Pennsylvania (Bankruptcy Court) alleging that the Trust has breached its duties in managing the Trust, including breaches of certain provisions of the TA and TDP. Honeywell's lawsuit seeks appropriate relief preventing the Trust from continuing these practices. The Trust also filed suit against Honeywell, alleging Honeywell has breached its obligations under the Trust's governing documents. Honeywell moved to dismiss the Trust's suit, and on December 15, 2021, the Bankruptcy Court granted Honeywell's motion to dismiss subject to granting the Trust leave to file an amended complaint. On December 28, 2021, the Trust filed an answer with counterclaims in response to Honeywell's complaint and in lieu of filing an amended complaint. At this time, the Company cannot predict the outcome of these matters, or the potential impact on the asbestos-related liabilities.

Due to the bankruptcy filing in 2002, claimants were not permitted to file additional claims until the Trust became operative in 2014. As a consequence, there was a large backlog of claims filed with the Trust upon it becoming operative in 2014 through December 31, 2017, the date by which these claims had to be filed or else be barred by the expiration of the statute of limitations. Therefore, the claims filing rate did not start to normalize until 2018 and thereafter. As a result, between 2002 and 2018, the Company lacked a history of sufficiently reliable claims data to derive a reasonable estimate of its NARCO asbestos-related liability, and the Company continued to update its original estimate, as appropriate, using all available information.

Beginning in 2020, with three years of sufficiently reliable claims data, the Company updated its estimate of the NARCO asbestos-related liability. The estimate for the resolution of asserted Annual Contribution Claims and Pre-Established Unliquidated Claims uses average payment values for the relevant historical period. The estimate for unasserted claims is based on historic and anticipated claims filing experience and payment rates, disease classifications and type of claim, and average payment values by the Trust for the relevant historical period. The Company utilizes an asbestos liability valuation specialist to support the preparation of the NARCO asbestos-related liability estimates during the fourth quarter each year. The Company's estimates, which involve significant management judgment, and consider multiple scenarios, include all years of epidemiological disease projection through 2059.

The NARCO asbestos-related liability reflects an estimate for the resolution of Annual Contribution Claims and Pre-Established Unliquidated Claims filed with the Trust, as well as for unasserted Annual Contribution Claims and Pre-Established Unliquidated Claims. The NARCO asbestos-related liability excludes the annual operating expenses of the Trust which are expensed as they are incurred.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The Company's NARCO-related insurance receivable reflects coverage which reimburses Honeywell for portions of NARCO-related claims and defense costs. This coverage is provided by a large number of insurance policies written by dozens of insurance companies in both the domestic insurance market and the London excess market. Honeywell's NARCO-related insurance receivable is an estimate of the probable amount of insurance that is recoverable for asbestos claims. The Company's judgments related to the Company's insurance carriers and insurance coverages are reasonable and consistent with Honeywell's historical dealings and Honeywell's knowledge of any pertinent solvency issues surrounding insurers.

Bendix Products — Bendix manufactured automotive brake linings that contained chrysotile asbestos in an encapsulated form. Claimants consist largely of individuals who allege exposure to asbestos from brakes from either performing or being in the vicinity of individuals who performed brake replacements. The following tables present information regarding Bendix related asbestos claims activity:

Claims Activity	Years Ended December 31,	
	2021	2020
Claims Unresolved at the beginning of year	6,242	6,480
Claims Filed	2,611	2,233
Claims Resolved	(2,452)	(2,471)
Claims Unresolved at the end of year	6,401	6,242

Disease Distribution of Unresolved Claims	Years Ended December 31,	
	2021	2020
Mesothelioma and Other Cancer Claims	3,760	3,422
Nonmalignant Claims	2,641	2,820
Total Claims	6,401	6,242

Honeywell has experienced average resolution values per claim excluding legal costs as follows:

	Years Ended December 31,				
	2021	2020	2019	2018	2017
	(in whole dollars)				
Malignant claims	\$ 56,000	\$ 61,500	\$ 50,200	\$ 55,300	\$ 56,000
Nonmalignant claims	\$ 400	\$ 550	\$ 3,900	\$ 4,700	\$ 2,800

It is not possible to predict whether resolution values for Bendix-related asbestos claims will increase, decrease or stabilize in the future.

The Consolidated Financial Statements reflect an estimated liability for resolution of asserted (claims filed as of the financial statement date) and unasserted Bendix-related asbestos claims, which exclude the Company's ongoing legal fees to defend such asbestos claims which will continue to be expensed as they are incurred.

The Company reflects the inclusion of all years of epidemiological disease projection through 2059 when estimating the liability for unasserted Bendix-related asbestos claims. Such liability for unasserted Bendix-related asbestos claims is based on historic and anticipated claims filing experience and dismissal rates, disease classifications, and resolution values in the tort system for the previous five years. The Company has valued Bendix asserted and unasserted claims using average resolution values for the previous five years. The Company updates the resolution values used to estimate the cost of Bendix asserted and unasserted claims during the fourth quarter each year.

The Company's insurance receivable corresponding to the liability for settlement of asserted and unasserted Bendix asbestos claims reflects coverage which is provided by a large number of insurance policies written by dozens of insurance companies in both the domestic insurance market and the London excess market. Based on the Company's ongoing analysis of the probable insurance recovery, insurance receivables are recorded in the financial statements simultaneous with the recording of the estimated liability for the underlying asbestos claims. This determination is based on the Company's analysis of the underlying insurance policies, historical experience with insurers, ongoing review of the solvency of insurers, judicial determinations relevant to insurance programs, and consideration of the impacts of any settlements reached with the Company's insurers.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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On October 31, 2018, David Kanefsky (Plaintiff), a Honeywell shareholder, filed a putative class action complaint in the U.S. District Court for the District of New Jersey (the Court) alleging violations of the Securities Exchange Act of 1934 and Rule 10b-5 related to the prior accounting for Bendix asbestos claims. An Amended Complaint was filed on December 30, 2019, and on February 7, 2020, the Company filed a Motion to Dismiss. On May 18, 2020, the Court denied the Motion to Dismiss. On December 7, 2021, the parties filed a Stipulation of Settlement (Settlement Agreement) and Plaintiff filed a motion for preliminary approval of the Settlement Agreement, which includes payment by Honeywell of \$10 million to settle the claims in dispute. Honeywell continues to believe the claims lack merit and denies wrongdoing as well as any liability for the claims made against Honeywell in the action. The Settlement Agreement remains subject to final court approval and other conditions.

GARRETT LITIGATION AND BANKRUPTCY PROCEEDINGS

In conjunction with the Garrett spin-off, the Company entered into a binding indemnification and reimbursement agreement (Garrett Indemnity) and a binding tax matters agreement (Tax Matters Agreement) with Garrett and a Garrett subsidiary. On December 2, 2019, Garrett and Garrett ASASCO Inc. filed a Summons with Notice and commenced a lawsuit in the Commercial Division of the Supreme Court of the State of New York, County of New York (the State Court), seeking to invalidate the Garrett Indemnity. Garrett sought damages and a declaratory judgment based on various claims set forth in the Summons with Notice. On July 17, 2020, the Company received a notice from Garrett asserting that the Company had caused material breaches of the Tax Matters Agreement and that the Tax Matters Agreement was unenforceable.

On September 20, 2020, Garrett and 36 of its affiliates filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the Bankruptcy Court). On September 24, 2020, Garrett moved the existing State Court litigation against Honeywell to the Bankruptcy Court. For the year ended December 31, 2020, the Company reviewed the aggregate carrying value of the receivable amounts due in connection with the Garrett Indemnity and Tax Matters Agreement and reduced the aggregate carrying value of the receivable by \$509 million to reflect the present value of the amounts owed to the Company over the full term of these agreements.

On April 26, 2021, the Bankruptcy Court confirmed Garrett's amended Chapter 11 plan of reorganization (the Confirmed Plan), and on April 30, 2021 (the Effective Date), Garrett emerged from bankruptcy. On the Effective Date, and in accordance with the Confirmed Plan, (i) the Company received from Garrett an initial payment of \$375 million and 834.8 million shares of Garrett's Series B Preferred Stock in full and final satisfaction of the Garrett Indemnity and Tax Matters Agreement, (ii) the Garrett Indemnity and Tax Matters Agreement were terminated, (iii) the Company and Garrett mutually released each other from the claims asserted in all pending legal actions related to the Garrett Indemnity and Tax Matters Agreement, and (iv) all pending litigation between the Company and Garrett in connection with those agreements was resolved.

The original Series B Preferred Stock Certificate of Designation provides for mandatory redemptions by Garrett of \$35 million in 2022 and \$100 million per year from 2023 to 2030 (inclusive) at the anniversary of the Effective Date, unless (i) Garrett's consolidated EBITDA as of the end of the most recently completed fiscal year is less than \$425 million, or (ii) Garrett does not have sufficient funds available to pay the redemption, at which point the redemption amounts past due will accrue interest. The Series B Preferred Stock Certificate of Designation also includes rights which allow (a) the Company to put the Series B Preferred Stock to Garrett if certain EBITDA conditions are met, and (b) Garrett to call the Series B Preferred Stock in whole or in part if certain EBITDA conditions are met.

On September 30, 2021, Garrett filed an Amended and Restated Series B Preferred Stock Certificate of Designation (Amendment) with the Secretary of State of Delaware. The Amendment required Garrett to partially redeem a portion of the Series B Preferred Stock on or before March 31, 2022, such that the present value of remaining outstanding shares of the Series B Preferred Stock would be \$400 million (First Partial Redemption), subject to applicable law, including that Garrett had funds legally available for the partial redemption. The First Partial Redemption would be applied to the latest scheduled redemption dates, beginning with the shares to be redeemed in 2030. The Amendment also provides that the Company cannot exercise its right to put the Series B Preferred Stock to Garrett until after December 31, 2022, subject to the EBITDA conditions described in the above section, unless the partial redemption does not occur on or before March 31, 2022. All other material terms and conditions in the Amendment were unchanged from the original Series B Preferred Stock Certificate of Designation.

On December 16, 2021, Garrett filed a Second Amended and Restated Series B Preferred Stock Certificate of Designation (Second Amendment) with the Secretary of State of Delaware. The Second Amendment accelerates the First Partial Redemption from March 31, 2022, to December 30, 2021, and allows Garrett to partially redeem an additional portion of the Series B Preferred Stock on or before March 31, 2022, such that the present value of remaining outstanding shares of the Series B Preferred Stock will be \$207 million (Second Partial Redemption). The Second Partial Redemption is subject to similar terms as the First Partial Redemption, including that Garrett has funds legally available for the partial redemption. However, the Second Partial Redemption is also contingent upon Garrett completing the First Partial Redemption and either (i) increasing their revolving credit facility, or (ii) the Garrett Board of Directors determining that Garrett otherwise has sufficient liquidity to effect the Second Partial Redemption. The Second Partial Redemption would be applied to the earliest scheduled redemptions beginning with the shares to be redeemed on April 30, 2022.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

On December 17, 2021, Garrett announced their intention to effect the First Partial Redemption on December 28, 2021, in the amount of \$211 million, and plan to effect the Second Partial Redemption during the first quarter of 2022 for a corresponding payment of \$200 million. On December 28, 2021, Garrett paid \$211 million for the amount due as the First Partial Redemption.

The Company recorded the Series B Preferred Stock at fair value at the Effective Date. The Company believes the present value of the mandatory redemptions is an appropriate basis for determining the fair value of the Series B Preferred Stock. The Company's present value reflects amortized cost determined by the present value of the mandatory redemptions discounted at 7.25%, which is the rate reflected in the Series B Preferred Stock Certificate of Designation. The discount amount will accrete into interest income over the mandatory redemption period. In addition to the Series B Preferred Stock, the Company subscribed for 4.2 million shares of Garrett's Series A Preferred Stock, which are convertible into Garrett's Common Stock if certain conditions are met. Prior to and following Garrett's emergence from bankruptcy, the Company also held 2.9 million shares of Garrett's Common Stock. As of December 31, 2021, Short-term investments included \$34 million and Investments and long-term receivables included \$423 million for the Company's investments in Garrett's Series B Preferred Stock, Series A Preferred Stock and Common Stock.

OTHER MATTERS

The Company is subject to a number of other lawsuits, investigations and disputes (some of which involve substantial amounts claimed) arising out of the conduct of the Company's business, including matters relating to commercial transactions, government contracts, product liability, prior acquisitions and divestitures, employee benefit plans, intellectual property, and environmental, health and safety matters (including the matter described below). The Company recognizes liabilities for any contingency that is probable of occurrence and reasonably estimable. The Company continually assesses the likelihood of adverse judgments or outcomes in such matters, as well as potential ranges of possible losses (taking into consideration any insurance recoveries), based on a careful analysis of each matter with the assistance of outside legal counsel and, if applicable, other experts.

Such matters include:

- **Petrobras and Unaoil** – The Company continues to cooperate with investigations by the U.S. Department of Justice (DOJ), the Securities and Exchange Commission (SEC) and the Brazilian authorities relating to the Company's use of third parties who previously worked for the Company's UOP business in Brazil in relation to Petróleo Brasileiro S.A. (Petrobras) in connection with a project awarded in 2010. The investigations focus on compliance with the U.S. Foreign Corrupt Practices Act and similar Brazilian laws (the UOP Matters), and involve, among other things, document production and interviews with former and current management and employees. The DOJ and the SEC are also examining a matter involving a foreign subsidiary's prior contract with Unaoil S.A.M. in Algeria executed in 2011. The Company continues to be engaged in discussions with the authorities with respect to a potential comprehensive resolution of these matters.

As the discussions are both ongoing and at different stages with regards to each respective authority, there can be no assurance as to whether the Company will reach a resolution with such authorities or as to the potential timing, terms, or collateral consequences of any such resolution. As a result, the Company cannot predict the ultimate outcome of these UOP Matters or the potential impact on the Company. Based on available information to date, the Company estimates that a potential comprehensive resolution of these UOP Matters would result in a probable loss of at least \$160 million, and the Company has recorded a charge in this amount in the Company's Consolidated Statement of Operations, and accrued a corresponding liability on the Consolidated Balance Sheet. Amounts payable to authorities pursuant to any potential final comprehensive resolution could differ from the amount recorded in the Company's consolidated financial statements. Based on available information to date, the Company does not expect that any such difference would be material with respect to the Company's consolidated financial position.

Given the uncertainty inherent in litigation and investigations, the Company does not believe it is possible to develop estimates of reasonably possible losses (or a range of possible losses) in excess of current accruals for such matters. Considering the Company's past experience and existing accruals, the Company does not expect the outcome of such matters, either individually or in the aggregate, to have a material adverse effect on the Company's consolidated financial position. Because most contingencies are resolved over long periods of time, potential liabilities are subject to change due to new developments, changes in settlement strategy or the impact of evidentiary requirements, which could cause us to pay damage awards or settlements (or become subject to equitable remedies) that could have a material adverse effect on the Company's consolidated results of operations or operating cash flows in the periods recognized or paid.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

WARRANTIES AND GUARANTEES

In the normal course of business, the Company issues product warranties and product performance guarantees. The Company accrues for the estimated cost of product warranties and performance guarantees based on contract terms and historical experience at the time of sale. Adjustments to initial obligations for warranties and guarantees are made as changes to the obligations become reasonably estimable. The following table summarizes information concerning the Company's recorded obligations for product warranties and product performance guarantees.

	Years Ended December 31,					
	2021		2020		2019	
Beginning of year	\$	243	\$	269	\$	310
Accruals for warranties/guarantees issued during the year		146		164		173
Adjustment of pre-existing warranties/guarantees		(7)		(18)		(34)
Settlement of warranty/guarantee claims		(159)		(172)		(180)
End of year	\$	223	\$	243	\$	269

Product warranties and product performance guarantees are included in the following balance sheet accounts:

	December 31,			
	2021		2020	
Accrued liabilities	\$	180	\$	183
Other liabilities		43		60
	\$	223	\$	243

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 20. PENSION AND OTHER POSTRETIREMENT BENEFITS

The Company sponsors a number of both funded and unfunded U.S. and non-U.S. defined benefit pension plans. Pension benefits for many of the Company's U.S. employees are provided through non-contributory, qualified and non-qualified defined benefit plans. All non-union hourly and salaried employees joining Honeywell for the first time after December 31, 2012, are not eligible to participate in Honeywell's U.S. defined benefit pension plans. The Company also sponsors defined benefit pension plans which cover non-U.S. employees who are not U.S. citizens, in certain jurisdictions, principally the UK, Netherlands, Germany, and Canada. Other pension plans outside of the U.S. are not material to the Company either individually or in the aggregate.

The Company also sponsors postretirement benefit plans that provide health care benefits and life insurance coverage mainly to U.S. eligible retirees. None of Honeywell's U.S. employees are eligible for a retiree medical subsidy from the Company. In addition, the vast majority of Honeywell's U.S. retirees either have no Company subsidy or have a fixed-dollar subsidy amount. This significantly limits the Company's exposure to the impact of future health care cost increases. The retiree medical and life insurance plans are not funded. Claims and expenses are paid from the Company's cash flows from operations.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The following tables summarize the balance sheet impact, including the benefit obligations, assets and funded status associated with the Company's significant pension and other postretirement benefit plans.

	Pension Benefits			
	U.S. Plans		Non-U.S. Plans	
	2021	2020	2021	2020
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 18,054	\$ 17,283	\$ 7,670	\$ 6,897
Service cost	105	99	26	23
Interest cost	306	461	77	106
Plan amendments	—	—	(3)	2
Actuarial (gains) losses ⁽¹⁾	141	1,331	(403)	509
Benefits paid	(1,221)	(1,100)	(249)	(246)
Settlements and curtailments	—	(21)	—	—
Foreign currency translation	—	—	(121)	291
Other	6	1	2	88
Benefit obligation at end of year	17,391	18,054	6,999	7,670
Change in plan assets:				
Fair value of plan assets at beginning of year	20,396	18,995	8,450	7,307
Actual return on plan assets	1,344	2,475	166	918
Company contributions	35	46	101	116
Benefits paid	(1,221)	(1,100)	(249)	(246)
Settlements and curtailments	—	(21)	—	—
Foreign currency translation	—	—	(74)	253
Other	6	1	2	102
Fair value of plan assets at end of year	20,560	20,396	8,396	8,450
Funded status of plans	\$ 3,169	\$ 2,342	\$ 1,397	\$ 780
Amounts recognized in Consolidated Balance Sheet consist of:				
Prepaid pension benefit cost ⁽²⁾	\$ 3,528	\$ 2,695	\$ 2,105	\$ 1,688
Accrued pension liabilities—current ⁽³⁾	(33)	(29)	(14)	(14)
Accrued pension liabilities—noncurrent ⁽⁴⁾	(326)	(324)	(694)	(894)
Net amount recognized	\$ 3,169	\$ 2,342	\$ 1,397	\$ 780

⁽¹⁾ The actuarial losses incurred in 2021 related to the Company's U.S. plans are primarily the result of changes in demographic experience and demographic assumptions, partially offset by actuarial gains due to an increase in the discount rate assumptions used to estimate the benefit obligations as of December 31, 2021 compared to December 31, 2020. Actuarial gains incurred in 2021 related to the Company's non-U.S. plans are primarily the result of an increase in the discount rate assumption used to estimate the benefit obligations as of December 31, 2021 compared to December 31, 2020. Actuarial losses incurred in 2020 related to the Company's U.S. and non-U.S. plans are primarily the result of a decrease in the discount rate assumptions used to estimate the benefit obligations as of December 31, 2020 compared to December 31, 2019.

⁽²⁾ Included in Other assets on the Consolidated Balance Sheet

⁽³⁾ Included in Accrued liabilities on the Consolidated Balance Sheet

⁽⁴⁾ Included in Other liabilities on the Consolidated Balance Sheet

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

	Other Postretirement Benefits	
	2021	2020
Change in benefit obligation:		
Benefit obligation at beginning of year	\$ 229	\$ 325
Service cost	—	—
Interest cost	5	8
Plan amendments	—	(65)
Actuarial (gains) losses	(8)	(8)
Benefits paid	(30)	(31)
Benefit obligation at end of year	196	229
Change in plan assets:		
Fair value of plan assets at beginning of year	—	—
Actual return on plan assets	—	—
Company contributions	—	—
Benefits paid	—	—
Fair value of plan assets at end of year	—	—
Funded status of plans	\$ (196)	\$ (229)
Amounts recognized in Consolidated Balance Sheet consist of:		
Accrued liabilities	\$ (25)	\$ (27)
Postretirement benefit obligations other than pensions ⁽¹⁾	(171)	(202)
Net amount recognized	\$ (196)	\$ (229)

⁽¹⁾ Excludes non-U.S. plan of \$37 million and \$40 million as of December 31, 2021 and 2020.

Amounts recognized in Accumulated other comprehensive (income) loss associated with the Company's significant pension and other postretirement benefit plans at December 31, 2021 and 2020 are as follows:

	Pension Benefits			
	U.S. Plans		Non-U.S. Plans	
	2021	2020	2021	2020
Prior service (credit) cost	\$ (92)	\$ (134)	\$ 20	\$ 23
Net actuarial (gain) loss	492	505	397	629
Net amount recognized	\$ 400	\$ 371	\$ 417	\$ 652

	Other Postretirement Benefits	
	2021	2020
Prior service (credit) cost	\$ (92)	\$ (165)
Net actuarial (gain) loss	(34)	(28)
Net amount recognized	\$ (126)	\$ (193)

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

The components of net periodic benefit (income) cost and other amounts recognized in Other comprehensive (income) loss for the Company's significant pension and other postretirement benefit plans include the following components:

	Pension Benefits					
	U.S. Plans			Non-U.S. Plans		
	2021	2020	2019	2021	2020	2019
Net Periodic Benefit Cost						
Service cost	\$ 105	\$ 99	\$ 82	\$ 26	\$ 23	\$ 22
Interest cost	306	461	613	77	106	142
Expected return on plan assets	(1,220)	(1,135)	(1,117)	(348)	(336)	(331)
Amortization of prior service (credit) cost	(42)	(42)	(42)	—	—	—
Recognition of actuarial losses	31	26	35	9	18	88
Settlements and curtailments	—	4	4	—	—	—
Net periodic benefit (income) cost	\$ (820)	\$ (587)	\$ (425)	\$ (236)	\$ (189)	\$ (79)
Other Changes in Plan Assets and Benefits Obligations Recognized in Other Comprehensive (Income) Loss						
	2021	2020	2019	2021	2020	2019
Actuarial (gains) losses	\$ (14)	\$ (9)	\$ (277)	\$ (221)	\$ (73)	\$ 176
Prior service (credit) cost	—	—	—	(3)	2	—
Prior service credit recognized during year	43	42	42	(1)	—	—
Actuarial losses recognized during year	—	(30)	(39)	(9)	(18)	(88)
Foreign currency translation	—	—	—	(1)	19	14
Total recognized in other comprehensive (income) loss	\$ 29	\$ 3	\$ (274)	\$ (235)	\$ (70)	\$ 102
Total recognized in net periodic benefit (income) cost and other comprehensive (income) loss	\$ (791)	\$ (584)	\$ (699)	\$ (471)	\$ (259)	\$ (23)

	Other Postretirement Benefits					
	Years Ended December 31,					
	2021	2020	2019	2021	2020	2019
Net Periodic Benefit Cost						
Service cost	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Interest cost	5	8	14	(74)	(66)	(62)
Amortization of prior service (credit) cost	—	—	—	(2)	—	—
Recognition of actuarial (gains) losses	(2)	—	—	—	—	—
Net periodic benefit (income) cost	\$ (71)	\$ (58)	\$ (48)	\$ (71)	\$ (58)	\$ (48)
Other Changes in Plan Assets and Benefits Obligations Recognized in Other Comprehensive (Income) Loss						
	2021	2020	2019	2021	2020	2019
Actuarial (gains) losses	\$ (8)	\$ (8)	\$ (16)	—	(65)	(2)
Prior service (credit) cost	—	—	—	74	66	62
Prior service credit recognized during year	—	—	—	2	—	—
Actuarial (gains) losses recognized during year	—	—	—	—	—	—
Total recognized in other comprehensive (income) loss	\$ 68	\$ (7)	\$ 44	\$ (3)	\$ (65)	\$ (4)
Total recognized in net periodic benefit (income) cost and other comprehensive (income) loss	\$ (3)	\$ (65)	\$ (4)	\$ (71)	\$ (65)	\$ (4)

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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Major actuarial assumptions used in determining the benefit obligations and net periodic benefit (income) cost for the Company's significant benefit plans are presented in the following table as weighted averages.

	Pension Benefits					
	U.S. Plans			Non-U.S. Plans		
	2021	2020	2019	2021	2020	2019
Actuarial assumptions used to determine benefit obligations as of December 31:						
Discount rate	2.87 %	2.50 %	3.22 %	1.79 %	1.23 %	1.81 %
Expected annual rate of compensation increase	3.25 %	3.25 %	3.25 %	2.56 %	2.43 %	2.47 %
Actuarial assumptions used to determine net periodic benefit (income) cost for years ended December 31:						
Discount rate—benefit obligation	2.50 %	3.22 %	4.35 %	1.24 %	1.81 %	2.63 %
Discount rate—service cost	2.68 %	3.33 %	4.47 %	1.00 %	1.48 %	2.26 %
Discount rate—interest cost	1.76 %	2.76 %	3.94 %	1.00 %	1.56 %	2.34 %
Expected rate of return on plan assets	6.15 %	6.15 %	6.75 %	4.03 %	4.66 %	5.14 %
Expected annual rate of compensation increase	3.25 %	3.25 %	3.25 %	2.43 %	2.47 %	2.46 %
Other Postretirement Benefits						
	2021	2020	2019			
Actuarial assumptions used to determine benefit obligations as of December 31:						
Discount rate	2.66 %	2.20 %	3.03 %			
Actuarial assumptions used to determine net periodic benefit cost for years ended December 31:						
Discount rate ⁽¹⁾	2.20 %	2.36 %	4.07 %			

⁽¹⁾ Discount rate was 3.03% for January 1, 2020 through September 30, 2020. The rate was changed to 2.36% for the remainder of 2020 due to a Plan remeasurement as of October 1, 2020.

The discount rate for the Company's U.S. pension and other postretirement benefits plans reflects the current rate at which the associated liabilities could be settled at the measurement date of December 31. To determine discount rates for the Company's U.S. pension and other postretirement benefit plans, the Company uses a modeling process that involves matching the expected cash outflows of the Company's benefit plans to a yield curve constructed from a portfolio of high quality, fixed-income debt instruments. The Company uses the single weighted-average yield of this hypothetical portfolio as a discount rate benchmark. The Company utilizes a full yield curve approach in the estimation of the service and interest cost components of net periodic pension benefit (income) for the Company's significant pension plans. This approach applies the specific spot rates along the yield curve used in the determination of the pension benefit obligation to their underlying projected cash flows and provides a more precise measurement of service and interest costs by improving the correlation between projected cash flows and their corresponding spot rates. For the Company's U.S. pension plans, the single weighted average spot rates used to determine service and interest costs for 2022 are 2.97% and 2.26%. The discount rate used to determine the other postretirement benefit obligation is lower principally due to a shorter expected duration of other postretirement plan obligations as compared to pension plan obligations.

The Company plans to use an expected rate of return on U.S. plan assets of 6.40% for 2022, which represents an increase from the 6.15% assumption used for 2021. The Company's asset return assumption is based on historical plan asset returns over varying long-term periods combined with current market conditions and broad asset mix considerations with a focus on long-term trends rather than short-term market conditions. The Company reviews the expected rate of return on an annual basis and revise it as appropriate.

For non-U.S. benefit plans actuarial assumptions reflect economic and market factors relevant to each country.

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PENSION BENEFITS

The following amounts relate to the Company's significant pension plans with accumulated benefit obligations exceeding the fair value of plan assets:

	December 31,			
	U.S. Plans		Non-U.S. Plans	
	2021	2020	2021	2020
Projected benefit obligation	\$ 359	\$ 353	\$ 964	\$ 2,116
Accumulated benefit obligation	\$ 346	\$ 341	\$ 932	\$ 2,042
Fair value of plan assets	\$ —	\$ —	\$ 256	\$ 1,208

The accumulated benefit obligation for the Company's U.S. defined benefit pension plans was \$17.3 billion and \$17.9 billion and for the Company's Non-U.S. defined benefit pension plans was \$6.9 billion and \$7.6 billion at December 31, 2021 and 2020.

The Company's asset investment strategy for its U.S. pension plans focuses on maintaining a diversified portfolio using various asset classes in order to achieve the Company's long-term investment objectives on a risk adjusted basis. The Company's long-term target allocations are as follows: 55%-70% fixed income securities and cash, 25%-40% equity securities, 5%-10% real estate investments, and 10%-20% other types of investments. Equity securities include publicly-traded stock of companies located inside the United States. Fixed income securities include corporate bonds of companies from diversified industries, mortgage-backed securities, and U.S. Treasuries. Real estate investments include direct investments in commercial properties and investments in real estate funds. Other types of investments include investments in private equity that follow several different strategies. The Company reviews its assets on a regular basis to ensure that the Company is within the targeted asset allocation ranges and, if necessary, asset balances are adjusted back within target allocations.

The Company's non-U.S. pension assets are typically managed by decentralized fiduciary committees with the Honeywell Corporate Investments group providing funding and investment guidance. The Company's non-U.S. investment policies are different for each country as local regulations, funding requirements, and financial and tax considerations are part of the funding and investment allocation process in each country.

In accordance with ASU 2015-07, "Fair Value Measurement (Topic 820)", certain investments that are measured at fair value using the net asset value (NAV) per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the following tables are intended to permit reconciliation of the fair value hierarchy to the amounts presented for the total pension benefits plan assets.

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The fair values of both the Company's U.S. and non-U.S. pension plans assets by asset category are as follows:

	U.S. Plans			
	December 31, 2021			
	Total	Level 1	Level 2	Level 3
Equities:				
Honeywell common stock	\$ 3,251	\$ 3,251	\$ —	\$ —
U.S. equities	—	—	—	—
Fixed income:				
Short term investments	1,767	1,767	—	—
Government securities	1,373	—	1,373	—
Corporate bonds	9,588	—	9,588	—
Mortgage/Asset-backed securities	1,072	—	1,072	—
Insurance contracts	8	—	8	—
Direct investments:				
Direct private investments	1,336	—	—	1,336
Real estate properties	843	—	—	843
Total	\$ 19,238	\$ 5,018	\$ 12,041	\$ 2,179
Investments measured at NAV:				
Private funds	1,244			
Real estate funds	14			
Commingled Funds	64			
Total assets at fair value	\$ 20,560			

	U.S. Plans			
	December 31, 2020			
	Total	Level 1	Level 2	Level 3
Equities:				
Honeywell common stock	\$ 3,319	\$ 3,319	\$ —	\$ —
U.S. equities	—	—	—	—
Fixed income:				
Short term investments	1,314	1,314	—	—
Government securities	1,520	—	1,520	—
Corporate bonds	10,190	—	10,190	—
Mortgage/Asset-backed securities	982	—	982	—
Insurance contracts	7	—	7	—
Direct investments:				
Direct private investments	1,220	—	—	1,220
Real estate properties	651	—	—	651
Total	\$ 19,203	\$ 4,633	\$ 12,699	\$ 1,871
Investments measured at NAV:				
Private funds	1,105			
Real estate funds	26			
Commingled funds	62			
Total assets at fair value	\$ 20,396			

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
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	Non-U.S. Plans			
	December 31, 2021			
	Total	Level 1	Level 2	Level 3
Equities:				
U.S. equities	\$ 229	\$ 1	\$ 228	\$ —
Non-U.S. equities	824	—	824	—
Fixed income:				
Short-term investments	571	571	—	—
Government securities	3,893	—	3,893	—
Corporate bonds	1,681	—	1,681	—
Mortgage/Asset-backed securities	79	—	79	—
Insurance contracts	123	—	123	—
Insurance buy-in contracts	691	—	—	691
Investments in private funds:				
Private funds	74	—	41	33
Real estate funds	163	—	—	163
Total	\$ 8,328	\$ 572	\$ 6,869	\$ 887
Investments measured at NAV:				
Private funds	17			
Real estate funds	51			
Total assets at fair value	\$ 8,396			

	Non-U.S. Plans			
	December 31, 2020			
	Total	Level 1	Level 2	Level 3
Equities:				
U.S. equities	\$ 207	\$ —	\$ 207	\$ —
Non-U.S. equities	1,614	66	1,548	—
Fixed income:				
Short-term investments	596	596	—	—
Government securities	3,105	—	3,105	—
Corporate bonds	1,649	—	1,649	—
Mortgage/Asset-backed securities	93	—	93	—
Insurance contracts	142	—	142	—
Insurance buy-in contracts	767	—	—	767
Investments in private funds:				
Private funds	65	—	36	29
Real estate funds	147	—	—	147
Total	\$ 8,385	\$ 662	\$ 6,780	\$ 943
Investments measured at NAV:				
Private funds	18			
Real estate funds	47			
Total assets at fair value	\$ 8,450			

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The following table summarizes changes in the fair value of Level 3 assets for both U.S. and Non-U.S. plans:

	U.S. Plans		Non-U.S. Plans		
	Direct Private Investments	Real Estate Properties	Private Funds	Real Estate Funds	Insurance Buy-in Contracts
Balance at December 31, 2019	\$ 950	\$ 619	\$ 34	\$ 150	\$ —
Actual return on plan assets:					
Relating to assets still held at year-end	100	(4)	(5)	(3)	—
Relating to assets sold during the year	53	—	—	—	—
Purchases	221	59	—	—	767
Sales and settlements	(104)	(23)	—	—	—
Balance at December 31, 2020	1,220	651	29	147	767
Actual return on plan assets:					
Relating to assets still held at year-end	11	96	4	23	(76)
Relating to assets sold during the year	174	—	—	4	—
Purchases	194	99	—	—	—
Sales and settlements	(263)	(3)	—	(11)	—
Balance at December 31, 2021	\$ 1,336	\$ 843	\$ 33	\$ 163	\$ 691

The Company enters into futures contracts to gain exposure to certain markets. Sufficient cash or cash equivalents are held by the Company's pension plans to cover the notional value of the futures contracts. At December 31, 2021 and 2020, the Company's U.S. plans had contracts with notional amounts of \$4,415 million and \$3,673 million. At December 31, 2021 and 2020, the Company's non-U.S. plans had contracts with notional amounts of \$311 million and \$564 million, respectively. In both the Company's U.S. and non-U.S. pension plans, the notional derivative exposure is related to outstanding equity and fixed income futures contracts.

Common stocks, preferred stocks, real estate investment trusts, and short-term investments are valued at the closing price reported in the active market in which the individual securities are traded. Corporate bonds, mortgages/asset-backed securities, and government securities are valued either by using pricing models, bids provided by brokers or dealers, quoted prices of securities with similar characteristics or discounted cash flows and as such include adjustments for certain risks that may not be observable such as credit and liquidity risks. Certain securities are held in collective trust funds which are valued using net asset values provided by the administrators of the funds. Investments in private equity, debt, real estate and hedge funds and direct private investments are valued at estimated fair value based on quarterly financial information received from the investment advisor and/or general partner. Investments in real estate properties are valued on a quarterly basis using the income approach. Valuation estimates are periodically supplemented by third party appraisals. The insurance buy-in contracts represent policies held by the Honeywell UK Pension Scheme, whereby the cost of providing pension benefits to plan participants is funded by the policies. The cash flows from the policies are intended to match the pension benefits. The fair value of these policies is based on an estimate of the policies' exit price.

The Company's funding policy for qualified defined benefit pension plans is to contribute amounts at least sufficient to satisfy regulatory funding standards. In 2021, 2020, and 2019, the Company was not required to make contributions to the U.S. pension plans and no contributions were made. The Company is not required to make any contributions to the U.S. pension plans in 2022. In 2021, contributions of \$94 million were made to the non-U.S. pension plans to satisfy regulatory funding requirements. In 2022, the Company expects to make contributions of cash and/or marketable securities of approximately \$11 million to the non-U.S. pension plans to satisfy regulatory funding standards. Contributions for both the U.S. and non-U.S. pension plans do not reflect benefits paid directly from Company assets.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

Benefit payments, including amounts to be paid from Company assets, and reflecting expected future service, as appropriate, are expected to be paid as follows:

	U.S. Plans	Non-U.S. Plans
2022	\$ 1,135	\$ 261
2023	1,124	263
2024	1,115	268
2025	1,107	275
2026	1,097	284
2027-2031	5,152	1,455

OTHER POSTRETIREMENT BENEFITS

	December 31,	
	2021	2020
Assumed health care cost trend rate:		
Health care cost trend rate assumed for next year	6.50 %	7.00 %
Rate that the cost trend rate gradually declines to	5.00 %	5.00 %
Year that the rate reaches the rate it is assumed to remain at	2029	2029

Benefit payments reflecting expected future service, as appropriate, are expected to be paid as follows:

	Without Impact of Medicare Subsidy	Net of Medicare Subsidy
2022	\$ 27	\$ 25
2023	25	24
2024	14	14
2025	14	13
2026	13	12
2027-2031	57	53

NOTE 21. OTHER (INCOME) EXPENSE

	Years Ended December 31,		
	2021	2020	2019
Interest income	\$ (102)	\$ (107)	\$ (255)
Pension ongoing income—non-service	(1,202)	(901)	(606)
Other postretirement income—non-service	(71)	(57)	(47)
Equity income of affiliated companies	(67)	(66)	(52)
Loss (gain) on sale of non-strategic business and assets	(102)	3	1
Foreign exchange	25	(68)	(120)
Expense related to UOP Matters	160	—	—
Reimbursement receivables charge	—	509	—
Other (net)	(19)	12	14
	\$ (1,378)	\$ (675)	\$ (1,065)

For more information on the UOP Matters and reimbursement receivables related to Garrett, see Note 19 Commitments and Contingencies.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 22. SEGMENT FINANCIAL DATA

Honeywell globally manages its business operations through four reportable operating segments. Segment information is consistent with how management reviews the businesses, makes investing and resource allocation decisions, and assesses operating performance.

Honeywell's senior management evaluates segment performance based on segment profit. Each segment's profit is measured as segment income (loss) before taxes excluding general corporate unallocated expense, interest and other financial charges, stock compensation expense, pension and other postretirement income (expense), repositioning and other charges, and other items within Other (income) expense.

	Years Ended December 31,		
	2021	2020	2019
Net Sales			
Aerospace			
Products	\$ 6,158	\$ 7,194	\$ 8,766
Services	4,868	4,350	5,288
Total	11,026	11,544	14,054
Honeywell Building Technologies			
Products	4,098	3,868	4,395
Services	1,441	1,321	1,322
Total	5,539	5,189	5,717
Performance Materials and Technologies			
Products	8,008	7,548	8,732
Services	2,005	1,875	2,102
Total	10,013	9,423	10,834
Safety and Productivity Solutions			
Products	7,379	6,127	5,736
Services	435	354	368
Total	7,814	6,481	6,104
Corporate and All Other			
Services	—	—	—
Total	—	—	—
	\$ 34,392	\$ 32,637	\$ 36,709
Depreciation and amortization			
Aerospace	\$ 278	\$ 241	\$ 234
Honeywell Building Technologies	67	55	63
Performance Materials and Technologies	454	440	493
Safety and Productivity Solutions	237	223	222
Corporate and All Other	102	44	76
	\$ 1,138	\$ 1,003	\$ 1,088
Segment Profit			
Aerospace	\$ 3,051	\$ 2,904	\$ 3,607
Honeywell Building Technologies	1,238	1,099	1,165
Performance Materials and Technologies	2,120	1,851	2,433
Safety and Productivity Solutions	1,029	907	790
Corporate and All Other	(226)	(96)	(256)
	\$ 7,212	\$ 6,665	\$ 7,739

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

	Years Ended December 31,		
	2021	2020	2019
Capital expenditures			
Aerospace	\$ 284	\$ 248	\$ 272
Honeywell Building Technologies	62	66	43
Performance Materials and Technologies	265	252	314
Safety and Productivity Solutions	190	288	82
Corporate and All Other	94	52	128
	\$ 895	\$ 906	\$ 839
Total Assets			
Aerospace	\$ 11,490	\$ 11,035	\$ 11,378
Honeywell Building Technologies	6,543	6,351	5,968
Performance Materials and Technologies	18,021	16,772	16,888
Safety and Productivity Solutions	11,242	10,640	9,888
Corporate and All Other	17,174	19,788	14,557
	\$ 64,470	\$ 64,586	\$ 58,679

A reconciliation of segment profit to consolidated income before taxes are as follows:

	Years Ended December 31,		
	2021	2020	2019
Segment Profit	\$ 7,212	\$ 6,665	\$ 7,739
Interest and other financial charges	(343)	(359)	(357)
Stock compensation expense ⁽¹⁾	(217)	(168)	(153)
Pension ongoing income (expense) ⁽²⁾	1,083	785	592
Pension mark-to-market expense	(40)	(44)	(123)
Other postretirement income ⁽²⁾	71	57	47
Repositioning and other charges ⁽³⁾	(569)	(575)	(546)
Other ⁽⁴⁾	38	(349)	360
Income before taxes	\$ 7,235	\$ 6,012	\$ 7,559

⁽¹⁾ Amounts included in Selling, general and administrative expenses.

⁽²⁾ Amounts included in Cost of products and services sold and Selling, general and administrative expenses (service cost component) and Other (income) expense (non-service cost component).

⁽³⁾ Amounts included in Cost of products and services sold, Selling, general and administrative expenses, and Other (income) expense.

⁽⁴⁾ Amounts include the other components of Other (income) expense not included within other categories in this reconciliation. Equity income of affiliated companies is included in segment profit.

HONEYWELL INTERNATIONAL INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
(Dollars in tables in millions, except per share amounts)

NOTE 23. GEOGRAPHIC AREAS—FINANCIAL DATA

	Net Sales ⁽¹⁾						Long-lived Assets ⁽²⁾		
	Years Ended December 31,						Years Ended December 31,		
	2021	2020	2019	2021	2020	2019	2021	2020	2019
United States	\$ 20,662	\$ 19,665	\$ 21,910	\$ 3,964	\$ 3,823	\$ 3,649			
Europe	6,800	6,356	7,424	566	628	579			
Other International	6,930	6,616	7,375	1,032	1,119	1,097			
	\$ 34,392	\$ 32,637	\$ 36,709	\$ 5,562	\$ 5,570	\$ 5,325			

⁽¹⁾ Sales between geographic areas approximate market value and are not significant. Net sales are classified according to their country of origin. Included in United States Net sales are export sales of \$4,037 million, \$4,000 million and \$5,415 million for the years ended December 31, 2021, 2020 and 2019, respectively.

⁽²⁾ Long-lived assets are comprised of Property, plant and equipment - net.

NOTE 24. SUPPLEMENTAL CASH FLOW INFORMATION

	Years Ended December 31,		
	2021	2020	2019
Net payments for repositioning and other charges:			
Severance and exit cost payments	\$ (382)	\$ (564)	\$ (249)
Environmental payments	(210)	(216)	(256)
Reimbursement receipts	140	176	292
Insurance receipts for asbestos related liabilities	46	58	68
Asbestos related liability payments	(286)	(287)	(231)
	\$ (692)	\$ (833)	\$ (376)
Interest paid, net of amounts capitalized	\$ 339	\$ 329	\$ 344
Income taxes paid, net of refunds	1,202	1,173	1,564
Non-cash investing and financing activities:			
Common stock contributed to savings plans	191	211	159
Marketable securities contributed to non-U.S. pension plans	81	93	—
Impact of Quantinuum contribution ⁽¹⁾	460	—	—
Noncontrolling interest non-cash contribution ⁽¹⁾	419	—	—
Loan in exchange for prepaid assets	25	—	—
Receipt of Garrett Series B Preferred Stock ⁽²⁾	577	—	—

⁽¹⁾ See Note 2 Acquisitions and Divestitures for additional information for non-cash amounts recognized related to the combination of Honeywell Quantum Solutions and Cambridge Quantum Computing to form Quantinuum, a newly formed entity. Honeywell consolidates as the controlling majority owner.

⁽²⁾ See Note 19 Commitments and Contingencies for additional information for non-cash amounts recognized related to the receipt of 834.8 million shares of Garrett Series B Preferred Stock in exchange for the full and final satisfaction of the Garrett Indemnity, Tax Matters Agreement and pending litigation between the Company and Garrett. The non-cash amount reflects the fair value of the Garrett Series B Preferred Stock as of April 30, 2021, the date Garrett issued the Series B Preferred Stock to the Company. See Note 12 for additional information for the fair value determination of the Garrett Series B Preferred Stock.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareowners and the Board of Directors of Honeywell International Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Honeywell International Inc. and subsidiaries (the "Company" or "Honeywell") as of December 31, 2021 and 2020, and the related consolidated statements of operations, comprehensive income, shareowners' equity, and cash flows, for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America ("generally accepted accounting principles"). Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Asbestos Related Liabilities - North American Refractories Company (NARCO) Asbestos Liability – Refer to Note 19 to the financial statements**Critical Audit Matter Description**

The Company records an estimated liability for asbestos related personal injury claims related to a predecessor company, NARCO. Such claims arise primarily from alleged occupational exposure to asbestos-containing refractory brick and mortar.

The Company's NARCO asbestos-related liability reflects an estimated liability for the resolution of asserted and unasserted NARCO-related asbestos claims that are probable of occurrence and reasonably estimable. The Company records an estimated liability for the resolution of asserted Annual Contribution Claims and Pre-Established Unliquidated Claims filed with the NARCO Trust using average payment values for the relevant historical period. The Company also records an estimated liability for unasserted Annual Contribution Claims and Pre-Established Unliquidated Claims based on historic and anticipated claims filing experience and payment rates, disease classifications and type of claim, and average payment values by the NARCO Trust for the relevant historical period. Beginning in 2020, with three years of sufficiently reliable claims data, the Company updated its estimate of the NARCO asbestos-related liability.

Accounting for the NARCO asbestos-related liability is an inherently subjective exercise as it requires management to make significant assumptions and judgments. Given the subjectivity related to estimating the NARCO asbestos-related liability and the assessment of the sufficiency and reliability of the claims data, auditing the NARCO asbestos-related liability involved especially subjective judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the NARCO asbestos-related liability included the following, among others:

- We tested the effectiveness of internal controls over the estimate of the NARCO asbestos-related liability including management's controls over the estimate for asserted and unasserted Annual Contribution Claims and Pre-Established Unliquidated Claims.
- We evaluated the methods and assumptions used by management to estimate the NARCO asbestos-related liability by:
 - Reading the Company's analysis and third-party assessment to evaluate the Company's methodology used in the analysis.
 - Confirming the claims data with the NARCO Trust to evaluate the appropriateness of the underlying data used in the analysis.
 - Making inquiries of the Company's third-party specialist to identify the significant assumptions used to develop the analysis.
 - Making inquiries of internal and external legal counsel regarding the regulatory and litigation environments related to the NARCO asbestos-related liability.
- With the assistance of our internal actuarial specialists, we developed a range of independent estimates and compared those to the Company's recorded NARCO asbestos-related liability.

Revenue Recognition and Contracts with Customers – Long-Term Contracts – Refer to Note 1 and Note 3 to the financial statements**Critical Audit Matter Description**

The Company has several businesses which enter into long-term contracts whereby revenue is recognized over the contract term ("over time") as the work progresses and control of the goods and services are continuously transferred to the customer. Revenue for these contracts is recognized based on the extent of progress towards completion, generally measured by using a cost-to-cost input method.

Accounting for long-term contracts requires management's judgment in estimating total contract costs. Contract costs, which can be incurred over several years, are largely determined based on negotiated or estimated purchase contract terms and consider factors such as historical performance trends, inflationary trends, technical and schedule risk, internal and subcontractor performance trends, business volume assumptions, asset utilization and anticipated labor agreements.

Given the significance of the judgments necessary to estimate costs associated with these long-term contracts (which varies upon the length of the contract), auditing long-term contracts requires a high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to long-term contracts included the following, among others:

- We tested the effectiveness of internal controls over the recognition of revenue and the determination of estimated contract costs including controls over the review of management's assumptions and key inputs used to recognize revenue and costs on long-term contracts using the cost-to-cost input method.
- We evaluated the appropriateness and consistency of management's methods and assumptions used to recognize revenue and costs on long-term contracts using the cost-to-cost input method to recognize revenue over time.
- We tested recorded revenue using a combination of analytical procedures and detailed contract testing.
- We profiled the population of long-term contracts with longer duration and evaluated a selection of loss contracts or contracts with significant gross margin changes against historical performance to assess management's ability to achieve estimates and to identify potential bias in the recognition of revenue over time.

/S/ DELOITTE & TOUCHE LLP

Charlotte, North Carolina

February 11, 2022

We have served as the Company's auditor since 2014.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not Applicable.

CONTROLS AND PROCEDURES

Honeywell management maintains disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in reports filed under the Exchange Act is recorded, processed, summarized and reported within the specified time periods and accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. There have been no changes that have materially affected, or are reasonably likely to materially affect, Honeywell's internal control over financial reporting that have occurred during the quarter ended December 31, 2021.

Our management, with the participation of our CEO and CFO, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Exchange Act) as of December 31, 2021. Based on these evaluations, our CEO and CFO concluded that our disclosure controls and procedures were effective as of December 31, 2021.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Honeywell management is responsible for establishing and maintaining adequate internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting as defined in Rules 13a-15(f) or 15d-15(f) under the Exchange Act. Honeywell's internal control over financial reporting is a process designed to provide reasonable assurance to our management and board of directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements.

Management assessed the effectiveness of Honeywell's internal control over financial reporting as of December 31, 2021. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control—Integrated Framework (2013)*.

Based on this assessment, management determined that Honeywell maintained effective internal control over financial reporting as of December 31, 2021.

We have not experienced any material impact to our internal control over financial reporting during the COVID-19 pandemic. Most of our employees worked remotely during the year in which we prepared these financial statements due to the impact of COVID-19. We are continually monitoring and assessing the need to modify or enhance our disclosure controls to ensure disclosure controls and procedures continue to be effective.

The effectiveness of Honeywell's internal control over financial reporting as of December 31, 2021, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is included in the section titled Financial Statements and Supplementary Data.

OTHER INFORMATION

Not Applicable.

DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information relating to the Directors of Honeywell, as well as information relating to compliance with Section 16(a) of the Securities Exchange Act of 1934, will be contained in the Proxy Statement, which will be filed with the SEC pursuant to Regulation 14A not later than 120 days after December 31, 2021, and such information is incorporated herein by reference. Certain information relating to the Executive Officers of Honeywell appears in this Form 10-K under the heading titled Information about our Executive Officers.

The members of the Audit Committee of our Board of Directors are: George Paz (Chair), Kevin Burke, D. Scott Davis, Judd A. Gregg and Robin L. Washington. The Board has determined that Mr. Paz, Mr. Burke, Mr. Davis and Ms. Washington are audit committee financial experts as defined by applicable SEC rules and that Mr. Paz, Mr. Davis, and Ms. Washington satisfy the financial sophistication criteria established by the Nasdaq. All members of the Audit Committee are independent as that term is defined in applicable SEC rules and Nasdaq listing standards.

Honeywell's corporate governance policies and procedures, including the Code of Business Conduct, Corporate Governance Guidelines and Charters of the Committees of the Board of Directors are available, free of charge, on our website (honeywell.com) under the heading Investors (see Corporate Governance), or by writing to Honeywell, 855 South Mint Street, Charlotte, North Carolina 28202, c/o Vice President and Corporate Secretary. Honeywell's Code of Business Conduct applies to all Honeywell directors, officers (including the Chief Executive Officer, Chief Financial Officer and Controller) and employees. Amendments to or waivers of the Code of Business Conduct granted to any of Honeywell's directors or executive officers will be published on our website within four business days of such amendment or waiver.

EXECUTIVE COMPENSATION

Information relating to executive compensation, including the Management Development and Compensation Committee Report and disclosures regarding compensation committee interlocks and insider participation will be contained in the Proxy Statement, and such information is incorporated herein by reference.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information relating to security ownership of certain beneficial owners and management and related stockholder matters will be contained in the Proxy Statement, and such information is incorporated herein by reference.

EQUITY COMPENSATION PLANS

As of December 31, 2021, information about our equity compensation plans is as follows:

Plan category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	19,340,042 ⁽¹⁾	\$ 135.31 ⁽²⁾	34,886,930 ⁽³⁾
Equity compensation plans not approved by security holders	225,753 ⁽⁴⁾	N/A ⁽⁵⁾	N/A ⁽⁶⁾
Total	19,565,795	\$ 135.31	34,886,930

⁽¹⁾ Equity compensation plans approved by shareowners which are included in column (a) of the table are the 2016 Stock Incentive Plan and the 2011 Stock Incentive Plan (including 15,657,151 shares of Common Stock to be issued upon exercise of outstanding options; 2,886,193 RSUs subject to continued employment; 197,586 RSUs at target level and subject to company performance metrics and continued employment; and 415,773 deferred RSUs); and the 2016 Stock Plan for Non-Employee Directors and the 2006 Stock Plan for Non-Employee Directors (including 175,104 shares of Common Stock to be issued upon exercise of outstanding options; and 8,235 RSUs subject to continued services). RSUs included in column (a) of the table represent the full number of RSUs awarded and outstanding whereas the number of shares of Common Stock to be issued upon vesting will be lower than what is reflected on the table because the value of shares required to meet employee tax withholding requirements are not issued.

Because the number of future shares that may be distributed to employees participating in the Honeywell Global Stock Plan is unknown, no shares attributable to that plan are included in column (a) of the table above.

⁽²⁾ Column (b) relates to stock options and does not include any exercise price for RSUs because an RSU's value is dependent upon attainment of certain performance goals and/or continued employment or service and they are settled for shares of Common Stock on a one-for-one basis.

⁽³⁾ The number of shares that may be issued under the 2016 Stock Incentive Plan as of December 31, 2021 is 32,337,638, which includes the following additional shares that may again be available for issuance: shares that are settled for cash, expire, are canceled, or under similar prior plans, are tendered as option exercise price or tax withholding obligations, are reacquired with cash option exercise price or with monies attributable to any tax deduction to Honeywell upon the exercise of an option, or are under any outstanding awards assumed under any equity compensation plan of an entity acquired by Honeywell. No securities are available for future issuance under the 2011 Stock Incentive Plan.

The number of shares that may be issued under the Honeywell Global Stock Plan as of December 31, 2021 is 1,713,993. This plan is an umbrella plan for three plans described below maintained solely for eligible employees of participating non-U.S. countries.

- The UK Sharebuilder Plan allows an eligible UK employee to invest taxable earnings in Common Stock. The Company matches those shares and dividends paid are used to purchase additional shares of Common Stock. For the year ended December 31, 2021, 21,228 shares were credited to participants' accounts under the UK Sharebuilder Plan.
- The Honeywell Aerospace Ireland Share Participation Plan and the Honeywell Measurix (Ireland) Limited Group Employee Profit Sharing Plan allow eligible Irish employees to contribute a percentage of base pay and/or bonus that is invested in Common Stock. For the year ended December 31, 2021, 1,059 shares of Common Stock were credited to participants' accounts under these plans.

The remaining 815,299 shares included in column (c) are shares remaining under the 2016 Stock Plan for Non-Employee Directors.

⁽⁴⁾ Equity compensation plans not approved by shareowners included in the table refer to the Honeywell Excess Benefit Plan and Supplemental Savings Plan.

The Honeywell Excess Benefit Plan and Supplemental Savings Plan for highly compensated employees is an unfunded, non-tax qualified plan that provides benefits equal to the employee deferrals and Company matching allocations that would have been provided under Honeywell's U.S. tax-qualified savings plan if the Internal Revenue Code limitations on compensation and contributions did not apply. The Company matching contribution is credited to participants' accounts in the form of notional shares of Common Stock. The notional shares are distributed in the form of actual shares of Common Stock. The number of shares to be issued under this plan based on the value of the notional shares as of December 31, 2021 is 225,753.

⁽⁵⁾ Column (b) does not include any exercise price for notional shares allocated to employees under Honeywell's equity compensation plans not approved by shareowners because all of these shares are only settled for shares of Common Stock on a one-for-one basis.

⁽⁶⁾ The amount of securities available for future issuance under the Honeywell Excess Benefit Plan and Supplemental Savings Plan is not determinable because the number of securities that may be issued under this plan depends upon the amount deferred to the plan by participants in future years.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information relating to certain relationships and related transactions and director independence will be contained in the Proxy Statement, and such information is incorporated herein by reference.

PRINCIPAL ACCOUNTING FEES AND SERVICES

Information relating to fees paid to and services performed by Deloitte & Touche LLP and our Audit Committee's pre-approval policies and procedures with respect to non-audit services will be contained in the Proxy Statement, and such information is incorporated herein by reference.

EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

	Page Number in Form 10-K
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FORM 10-K SUMMARY

None.

EXHIBIT INDEX

Exhibit No.	Description
3(i)	Amended and Restated Certificate of Incorporation of Honeywell International Inc., as amended April 23, 2018 (incorporated by reference to Exhibit 3(i) to Honeywell's Form 10-Q for the quarter ended June 30, 2018)
3(ii)	By-laws of Honeywell International Inc., as amended April 23, 2018 (incorporated by reference to Exhibit 3(ii) to Honeywell's Form 10-Q for the quarter ended June 30, 2018)
4.1	Honeywell International Inc. is a party to several long-term debt instruments under which, in each case, the total amount of securities authorized does not exceed 10% of the total assets of Honeywell and its subsidiaries on a consolidated basis. Pursuant to paragraph 4(iii)(A) of Item 601(b) of Regulation S-K, Honeywell agrees to furnish a copy of such instruments to the Securities and Exchange Commission upon request.
4.2	Description of Honeywell International Inc. Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (filed herewith)
10.1*	Deferred Compensation Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-Q for the quarter ended June 30, 2003)
10.2*	Amendment to Deferred Compensation Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 8-K filed December 21, 2004)
10.3*	Amendment to Deferred Compensation Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-K for the year ended December 31, 2005)
10.4*	Omnibus Amendment to Deferred Compensation Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.5*	Honeywell International Inc. Incentive Compensation Plan for Executive Employees, as amended and restated (incorporated by reference to Exhibit 10.4 to Honeywell's Form 10-K for the year ended December 31, 2018)
10.6*	Amendment to Honeywell International Inc. Incentive Compensation Plan for Executive Employees, as amended and restated (incorporated by reference to Exhibit 10.69 to Honeywell's Form 10-K for the year ended December 31, 2020)
10.7*	Omnibus Amendment to Honeywell International Inc. Incentive Compensation Plan for Executive Employees, as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.8*	Honeywell Excess Benefit Plan and Honeywell Supplemental Savings Plan, as amended and restated (incorporated by reference to Exhibit 10.5 to Honeywell's Form 10-K for the year ended December 31, 2020)
10.9*	Omnibus Amendment to Honeywell Excess Benefit Plan and Honeywell Supplemental Savings Plan, as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.10*	Honeywell International Inc. Severance Plan for Designated Officers, as amended and restated (incorporated by reference to Exhibit 10.6 to Honeywell's Form 10-K for the year ended December 31, 2013)
10.11*	Honeywell Deferred Incentive Compensation Plan, as amended and restated (incorporated by reference to Exhibit 10.7 to Honeywell's Form 10-K for the year ended December 31, 2020)
10.12*	Omnibus Amendment to Honeywell Deferred Incentive Compensation Plan, as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.13*	Honeywell International Inc. Supplemental Pension Plan, as amended and restated (incorporated by reference to Exhibit 10.10 to Honeywell's Form 10-K for the year ended December 31, 2008)
10.14*	Amendment to Honeywell International Inc. Supplemental Pension Plan, as amended and restated (incorporated by reference to Exhibit 10.10 to Honeywell's Form 10-K for the year ended December 31, 2009)
10.15*	Amendment to Honeywell International Inc. Supplemental Pension Plan, as amended and restated (incorporated by reference to Exhibit 10.7 to Honeywell's Form 10-K for the year ended December 31, 2015)
10.16*	Honeywell International Inc. Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, as amended and restated (incorporated by reference to Exhibit 10.12 to Honeywell's Form 10-K for the year ended December 31, 2008)
10.17*	Amendment to Honeywell International Inc. Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, as amended and restated (incorporated by reference to Exhibit 10.12 to Honeywell's Form 10-K for the year ended December 31, 2009)
10.18*	Amendment to Honeywell International Inc. Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, as amended and restated (incorporated by reference to Exhibit 10.9 to Honeywell's Form 10-K for the year ended December 31, 2013)
10.19*	Amendment to Honeywell International Inc. Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, as amended and restated (incorporated by reference to Exhibit 10.8 to Honeywell's Form 10-K for the year ended December 31, 2015)
10.20*	Honeywell Supplemental Defined Benefit Retirement Plan, as amended and restated (incorporated by reference to Exhibit 10.13 to Honeywell's Form 10-K for the year ended December 31, 2008)
10.21*	Amendment to Honeywell Supplemental Defined Benefit Retirement Plan, as amended and restated (incorporated by reference to Exhibit 10.13 to Honeywell's Form 10-K for the year ended December 31, 2009)

Exhibit No.	Description
10.22*	Amendment to Honeywell Supplemental Defined Benefit Retirement Plan, as amended and restated (incorporated by reference to Exhibit 10.9 to Honeywell's Form 10-K for the year ended December 31, 2015)
10.23*	Honeywell International Inc. Severance Plan for Corporate Staff Employees (Involuntary Termination Following a Change in Control), as amended and restated (incorporated by reference to Exhibit 10.12 to Honeywell's Form 10-K for the year ended December 31, 2013)
10.24*	Honeywell Supplemental Retirement Plan (incorporated by reference to Exhibit 10.24 to Honeywell's Form 10-K for the year ended December 31, 2006)
10.25*	UOP LLC Supplemental Pension Plan, as amended and restated (incorporated by reference to Exhibit 10.76 to Honeywell's 10-K for the year ended December 31, 2017)
10.26*	2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.31 to Honeywell's Form 10-K for the year ended December 31, 2008)
10.27*	Amendment to 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.27 to Honeywell's Form 10-K for the year ended December 31, 2011)
10.28*	Amendment to 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.24 to Honeywell's Form 10-K for the year ended December 31, 2014)
10.29*	Omnibus Amendment to 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., as amended and restated (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.30*	2006 Stock Plan for Non-Employee Directors of Honeywell International Inc.—Form of Option Agreement (incorporated by reference to Exhibit 10.3 to Honeywell's Form 10-Q for the quarter ended March 31, 2012)
10.31*	Omnibus Amendment to 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc. – Form of Option Agreement (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.32*	2006 Stock Plan for Non-Employee Directors of Honeywell International Inc.—Form of Restricted Unit Agreement (incorporated by reference to Exhibit 10.4 to Honeywell's Form 10-Q for the quarter ended March 31, 2012)
10.33*	Omnibus Amendment to 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc. – Form of Restricted Unit Agreement (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.34*	2007 Honeywell Global Employee Stock Plan (incorporated by reference to Exhibit A of Honeywell's Proxy Statement, dated March 12, 2007, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934)
10.35*	Omnibus Amendment to 2007 Honeywell Global Employee Stock Plan (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.36*	2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit A of Honeywell's Proxy Statement, dated March 10, 2011, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934)
10.37*	Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 10.36 to Honeywell's Form 10-K for the year ended December 31, 2012)
10.38*	Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended March 31, 2014)
10.39*	Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.40*	2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Unit Agreement (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-Q for the quarter ended March 31, 2014)
10.41*	Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates – Form of Restricted Unit Agreement (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.42*	2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Unit Agreement, Form 2 (incorporated by reference to Exhibit 10.3 to Honeywell's Form 10-Q for the quarter ended March 31, 2014)
10.43*	Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates – Form of Restricted Unit Agreement, Form 2 (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.44*	2011 Stock Incentive Plan of Honeywell International Inc. and Its Affiliates—Form of Stock Option Award Agreement (incorporated by reference to Exhibit 10.4 to Honeywell's Form 10-Q for the quarter ended March 31, 2014)
10.45*	Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates – Form of Stock Option Award Agreement (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.46*	2011 Stock Incentive Plan of Honeywell International Inc. and Its Affiliates—Form of Stock Option Award Agreement, Form 2 (incorporated by reference to Exhibit 10.39 to Honeywell's Form 10-K for the year ended December 31, 2014)
10.47*	Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates – Form of Stock Option Award Agreement, Form 2 (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.48*	2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit A of Honeywell's Proxy Statement, dated March 10, 2016, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934)
10.49*	Amendment to the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-Q for the quarter ended September 30, 2020)
10.50*	Omnibus Amendment to 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)

Exhibit No.	Description
10.51*	2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Stock Unit Agreement, Form 1 (incorporated by reference to Exhibit 10.3 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.52*	2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10.4 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.53*	2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Stock Option Award Agreement (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.54*	2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates—Form of Performance Plan Grant Agreement (incorporated by reference to Exhibit 10.5 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.55*	2016 Stock Plan for Non-Employee Directors (incorporated by reference to Exhibit B of Honeywell's Proxy Statement, dated March 10, 2016, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934)
10.56*	Amendment to the 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. (incorporated by reference to Exhibit 99.2 to Honeywell's Form 8-K filed October 8, 2019)
10.57*	Amendment to the 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2020)
10.58*	Omnibus Amendment to 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.59*	2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. – Form of Stock Option Award Agreement (incorporated by reference to Exhibit 10.6 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.60*	2016 Stock Plan for Non-Employee Directors of Honeywell International Inc. – Form of Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.7 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.61*	Form of Honeywell International Inc. Noncompete Agreement for Senior Executives (filed herewith)
10.62*	Letter Agreement dated February 24, 2012 between Honeywell and Darius Adamczyk (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended March 31, 2016)
10.63*	Offer Letter dated March 31, 2016 from Honeywell to Darius Adamczyk (incorporated by reference to Exhibit 99.1 to Honeywell's Form 8-K filed April 6, 2016)
10.64*	Employment Offer Letter dated March 1, 2017 between Honeywell International Inc. and Darius Adamczyk (incorporated by reference to Exhibit 99.1 to Honeywell's Form 8-K filed March 6, 2017)
10.65*	Letter Agreement dated July 27, 2018 between Honeywell International Inc. and Greg Lewis (incorporated by reference to Exhibit 99.1 to Honeywell's Form 8-K filed August 2, 2018)
10.66*	Letter Agreement dated October 2, 2017, between Honeywell and Anne Madden (incorporated by reference to Exhibit 10.70 to Honeywell's Form 10-K for the year ended December 31, 2020)
10.67*	Letter Agreement dated September 13, 2019, between Honeywell and Michael Madsen (filed herewith)
10.68*	Letter Agreement dated February 21, 2019, between Honeywell and Que Thanh Dallara (filed herewith)
10.69*	Letter Agreement dated April 1, 2016 between Honeywell and Rajeev Gautam (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended March 31, 2018)
10.70*	Retirement Agreement dated July 20, 2021 between Honeywell and Rajeev Gautam and Exhibit A (Consulting Agreement) thereto (incorporated by reference to Exhibit 10.8 to Honeywell's Form 10-Q for the quarter ended June 30, 2021)
10.71*	Letter Agreement dated July 20, 2016 between Honeywell and John Waldron (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended March 31, 2021)
10.72	364-Day Credit Agreement, dated as of March 31, 2021, among Honeywell International Inc., the banks, financial institutions, and other institutional lenders parties thereto, Bank of America, N.A., as administrative agent, and JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as syndication agents (incorporated by reference to Exhibit 10.1 to Honeywell's Form 8-K filed on April 2, 2021)
10.73	Amended and Restated Five-Year Credit Agreement, dated as of March 31, 2021, among Honeywell International Inc., the banks, financial institutions, and other institutional lenders parties thereto, Bank of America, N.A., as administrative agent, Bank of America Europe Designated Activity Company, London Branch, as swing line agent, and JPMorgan Chase Bank, N.A., and Wells Fargo Bank, National Association, as syndication agents (incorporated by reference to Exhibit 10.2 to Honeywell's Form 8-K filed April 2, 2021)
10.74	Amendment No. 1 to 364-Day Credit Agreement, dated as of November 18, 2021, among Honeywell International Inc. and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to Honeywell's Form 8-K filed November 23, 2021)
10.75	Amendment No. 1 to Amended and Restated Five-Year Credit Agreement, dated as of November 18, 2021, among Honeywell International Inc. and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.2 to Honeywell's Form 8-K filed November 23, 2021)
10.76	Indemnification and Reimbursement Agreement, dated September 12, 2018, by and among Honeywell ASASCO Inc., Honeywell ASASCO 2 Inc., and Honeywell International Inc. (incorporated by reference to Exhibit 2.1 to Honeywell's Form 8-K filed September 14, 2018)

Exhibit No.	Description
10.77	Indemnification and Reimbursement Agreement, dated October 14, 2018, by and among New HAPI Inc. and Honeywell International Inc. (incorporated by reference to Exhibit 2.1 to Honeywell's Form 8-K filed October 15, 2018)
10.78	Delayed Draw Term Loan Agreement, dated as of March 26, 2020, among Honeywell International Inc., the initial lenders named therein, Citibank, N.A., as administrative agent, and Citibank, N.A., Bank of America, N.A., JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as syndication agents (incorporated by reference to Exhibit 10.1 to Honeywell's Form 8-K filed on March 31, 2020)
10.79	Second Amendment, dated July 28, 2020, to Indemnification and Reimbursement Agreement dated October 14, 2018 among Honeywell and Resideo Intermediate Holding Inc. (incorporated by reference to Exhibit 10.1 to Honeywell's Form 10-Q for the quarter ended September 30, 2020)
10.80	First Amendment, dated April 21, 2020, to Indemnification and Reimbursement Agreement, dated October 14, 2018 among Honeywell and Resideo Intermediate Holding Inc. (incorporated by reference to Exhibit 10.6 to Honeywell's Form 10-Q for the quarter ended June 30, 2020)
10.81	First Amendment, dated June 12, 2020, to Indemnification and Reimbursement Agreement, dated September 12, 2018 among Honeywell, Honeywell Holdings International Inc. and Garrett ASASCO Inc. (incorporated by reference to Exhibit 10.7 to Honeywell's Form 10-Q for the quarter ended June 30, 2020)
10.82	Third Amendment, dated November 16, 2020, to Indemnification and Reimbursement Agreement dated October 14, 2018 among Honeywell and Resideo Intermediate Holding Inc. (incorporated by reference to Exhibit 10.2 to Honeywell's Form 10-Q for the quarter ended March 31, 2021)
10.83	Fourth Amendment, dated February 12, 2021, to Indemnification and Reimbursement Agreement dated October 14, 2018 among Honeywell and Resideo Intermediate Holding Inc. (incorporated by reference to Exhibit 10.3 to Honeywell's Form 10-Q for the quarter ended March 31, 2021)
21	Subsidiaries of the Registrant (filed herewith)
23.1	Consent of Deloitte & Touche LLP (filed herewith)
24	Powers of Attorney (filed herewith)
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
95	Mine Safety Disclosures (filed herewith)
101.INS	The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2021, formatted in Inline XBRL: (i) Consolidated Statements of Cash Flows, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Balance Sheets, (v) Consolidated Statements of Shareowners' Equity and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text and including detailed tags.
101.SCH	iXBRL Taxonomy Extension Schema (filed herewith)
101.CAL	iXBRL Taxonomy Extension Calculation Linkbase (filed herewith)
101.DEF	iXBRL Taxonomy Extension Definition Linkbase (filed herewith)
101.LAB	iXBRL Taxonomy Extension Label Linkbase (filed herewith)
101.PRE	iXBRL Taxonomy Extension Presentation Linkbase (filed herewith)
104	Cover page from the Company's Annual Report on Form 10-K for the year ended December 31, 2021, formatted in Inline XBRL (and contained in Exhibit 101)

The Exhibits identified above with an asterisk (*) are management contracts or compensatory plans or arrangements.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

Date: February 11, 2022

By: /s/ Robert D. Mailloux
Robert D. Mailloux
Vice President and Controller
(on behalf of the Registrant
and as the Registrant's
Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated:

<u>Name</u>
<u>/s/ Darius E. Adamczyk</u> Darius E. Adamczyk Chairman and Chief Executive Officer (Principal Executive Officer)
*
<u>Duncan B. Angove</u> Director
*
<u>William S. Ayer</u> Director
*
<u>Kevin Burke</u> Director
*
<u>D. Scott Davis</u> Director
*
<u>Deborah Flint</u> Director
<u>/s/ Gregory P. Lewis</u> Gregory P. Lewis Senior Vice President and Chief Financial Officer (Principal Financial Officer)

<u>Name</u>
*
<u>Judd A. Gregg</u> Director
*
<u>Rose Lee</u> Director
*
<u>Grace D. Lieblein</u> Director
*
<u>George Paz</u> Director
*
<u>Robin L. Washington</u> Director
<u>/s/ Robert D. Mailloux</u> Robert D. Mailloux Vice President and Controller (Principal Accounting Officer)

*By: /s/ Gregory P. Lewis
Gregory P. Lewis
Attorney-in-fact

February 11, 2022

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**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

As of December 31, 2021, Honeywell International Inc. had five classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): (1) our Common Stock, par value \$1.00 per share; (2) our 1.300% Senior Notes due 2023; (3) our 0.000% Senior Notes due 2024; (4) our 2.250% Senior Notes due 2028; and (5) our 0.750% Senior Notes due 2032.

Description of Common Stock

General

As of the date of this filing, we are authorized to issue up to 2,000,000,000 shares of common stock. As of December 31, 2021, we had approximately 958 million shares of common stock issued (including approximately 273 million shares held in treasury). EQ Shareowner Services, a division of Equiniti Trust Company, is the transfer agent and registrar for our common stock. Shares of common stock are listed on The Nasdaq Stock Market LLC ("Nasdaq") and the London Stock Exchange under the symbol "HON."

The following summary is not complete. You should refer to the applicable provision of Honeywell's charter and by-laws, each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.2 is a part, and to Delaware corporate law for a complete statement of the terms and rights of our common stock.

Dividends

Holders of common stock are entitled to receive dividends when, as and if declared by the board of directors, out of funds legally available for their payment, subject to the rights of holders of any preferred stock outstanding.

Voting Rights

Each holder of common stock is entitled to one vote per share. Subject to any rights of the holders of any series of preferred stock pursuant to applicable law or the provision of the certificate of designations creating that series, all voting rights are vested in the holders of shares of common stock. Holders of shares of common stock have noncumulative voting rights, which means that the holders of more than 50% of the shares voting for the election of directors can elect 100% of the directors, and the holders of the remaining shares voting for the election of directors will not be able to elect any directors.

Rights Upon Liquidation

In the event of Honeywell's voluntary or involuntary liquidation, dissolution or winding up, the holders of common stock will be entitled to share equally in any of Honeywell's assets available for distribution after the payment in full of all debts and distributions and after the holders of any series of outstanding preferred stock have received their liquidation preferences in full.

Other Rights

Holders of shares of common stock are not entitled to preemptive rights. Shares of common stock are not convertible into shares of any other class of capital stock. If we merge or consolidate with or into another company and as a result our common stock is converted into or exchangeable for shares of stock, other securities or property (including cash), all holders of common stock will be entitled to receive the same kind and amount of consideration per share of common stock.

Possible Anti-Takeover Provisions

Honeywell's charter and by-laws provide:

- that the board of directors may establish the number of seats on the board, subject to the right of preferred stockholders to elect directors in certain circumstances and shareowners' rights to set the number of seats upon the vote of holders of a majority of the outstanding shares of common stock;
- that vacancies on the board of directors other than at the annual meeting are filled by a vote of the remaining directors;
- that special meetings of shareowners generally may be called only by the chief executive officer, by a majority of the authorized number of directors, or by the holders of not less than fifteen percent of the outstanding shares of Honeywell's common stock (excluding derivatives);
- that action may be taken by shareowners only at annual or special meetings and not by written consent;
- that advance notice must be given to Honeywell for a shareowner to nominate directors for election at a shareowner meeting; and
- that the board of directors may in limited circumstances, without stockholder approval, adopt a plan to provide for the distribution to stockholders of preferred stock or certain other securities upon the occurrence of certain triggering events (but any such plan adopted without stockholder approval must expire within one year of adoption unless ratified by the stockholders).

Any of these provisions could delay, deter or prevent a tender offer for or attempted takeover of Honeywell.

Our charter permits us to issue up to 40,000,000 shares of preferred stock with terms that may be set by our board of directors or a committee of the board. That preferred stock could have terms that could delay, deter or prevent a tender offer or takeover attempt of Honeywell.

Under Delaware law, an acquirer of 15% or more of our shares of stock must wait three years before a business combination with us unless one of the following exceptions is available:

- approval by our board of directors prior to the time the acquirer became a 15% shareowner of Honeywell;
- acquisition of at least 85% of our voting stock in the transaction in which the acquirer became a 15% shareowner of Honeywell; or
- approval of the business combination by our board of directors and two-thirds of our disinterested shareowners.

Honeywell's by-laws provide that, unless Honeywell consents in writing to the selection of an alternative forum, a state or federal court located within the State of Delaware will be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of Honeywell, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of Honeywell to Honeywell or Honeywell's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or (iv) any action asserting a claim governed by the internal affairs doctrine. Honeywell's by-laws also provide that any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of Honeywell will be deemed to have notice of and consented to the exclusive forum provisions described above.

Description of Debt Securities

The following description of certain material terms of our 1.300% Senior Notes due 2023 (the "2023 notes"), our 0.000% Senior Notes due 2024 (the "2024 notes"), our 2.250% Senior Notes due 2028 (the "2028 notes"), and our 0.750% Senior Notes due 2032 (the "2032 notes") (collectively referred to in this exhibit as the "debt securities") does not purport to be complete. The following description is subject to, and is qualified in its entirety by reference to, the debt securities and the indenture between us and Deutsche Bank Trust Company Americas, as trustee, dated March 1, 2007 (as may be amended, supplemented or amended and restated from time to time) (the "indenture"). Terms used that are otherwise not defined have the meanings given to them in the indenture.

General

We have outstanding €1.25 billion aggregate principal amount of our 1.300% Senior Notes due 2023, €500 million aggregate principal amount of our 0.000% Senior Notes due 2024, €750 million aggregate principal amount of our 2.250% Senior Notes due 2028, and €500 million aggregate principal amount of our 0.75% Senior Notes due 2032, which securities are listed on the Nasdaq.

Each series of the debt securities was issued as separate series under an indenture dated March 1, 2007 (the "indenture") between us and Deutsche Bank Trust Company Americas, as trustee. The 2023 notes will mature on February 22, 2023, the 2024 notes will mature on March 10, 2024, the 2028 notes will mature on February 22, 2028, and the 2032 notes will mature on March 10, 2032.

The debt securities are issued only in registered, book-entry form without interest coupons in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

The debt securities are not subject to a sinking fund.

The term "business day" means any day, other than a Saturday or Sunday, (1) which is not a day on which banking institutions in The City of New York or The City of London are authorized or required by law or executive order to close and (2) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the TARGET2 system), or any successor thereto, operates.

Covenants

Except as described below with respect to any series of debt securities, we are not restricted by the indenture from incurring, assuming or becoming liable for any type of debt or other obligations, from paying dividends or making distributions on our capital stock or purchasing or redeeming our capital stock. The indenture does not require the maintenance of any financial ratios or specified levels of net worth or liquidity. In addition, with certain exceptions, the indenture does not contain any covenants or other provisions that would limit our right to incur additional indebtedness. The indenture does not contain any provisions that would require us to repurchase or redeem or otherwise modify the terms of any of the debt securities upon a change in control or other events that may adversely affect the creditworthiness of the debt securities, such as for example, a highly leveraged transaction.

Covenants contained in the indenture, which are summarized below, are applicable to each series of debt securities so long as any of the debt securities of that series are outstanding.

Limitation on Mortgages. In the indenture, we covenant not to issue, assume or guarantee any indebtedness for borrowed money secured by liens on:

- any property located in the United States which is in the opinion of our board of directors, a principal manufacturing property; or
- any shares of capital stock or indebtedness of any subsidiary owning such property, without equally and ratably securing the debt securities, subject to exceptions specified in the indenture. These exceptions include:
 - existing liens on our property or liens on property of corporations at the time those corporations become our subsidiaries or are merged with us;

- liens existing on property when acquired, or incurred to finance the purchase price of that property;
- certain liens on property to secure the cost of development of, or improvements on, that property;
- certain liens in favor of or required by contracts with governmental entities; and
- indebtedness secured by liens otherwise prohibited by the covenant not exceeding 10% of the consolidated net tangible assets of Honeywell and our consolidated subsidiaries.

Limitation on Sale and Lease-Back. We also covenant not to enter into any sale and lease-back transaction covering any property located in the United States which is in the opinion of our board of directors, a principal manufacturing property, unless:

- we would be entitled under the provisions described under “-Limitation on Mortgages” to incur debt equal to the value of such sale and lease-back transaction, secured by liens on the property to be leased, without equally securing the outstanding debt securities; or
- we, during the four months following the effective date of such sale and lease-back transaction, apply an amount equal to the value of such sale and lease-back transaction to the voluntary retirement of long-term indebtedness of Honeywell or our subsidiaries.

Consolidation, Merger and Sale of Assets. The indenture provides that we may not consolidate with or merge into any other person or sell our assets substantially as an entirety, unless:

- the person formed by such consolidation or into which we are merged or the person which acquires our assets is a person organized in the United States of America and expressly assumes the due and punctual payment of the principal of and interest on all the debt securities and the performance of every covenant of the indenture on our part;
- immediately after giving effect to such transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, shall have happened and be continuing; and
- we have delivered to the trustee an officers' certificate and an opinion of counsel each stating that such consolidation or transfer and a supplemental indenture, if applicable, comply with the indenture and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon such consolidation, merger or sale, the successor corporation formed by such consolidation or into which we are merged or to which such sale is made will succeed to, and be substituted for, us under the indenture, and the predecessor corporation shall be released from all obligations and covenants under the indenture and the debt securities.

The indenture does not restrict, or require us to redeem or permit holders to cause redemption of debt securities in the event of:

- a consolidation, merger, sale of assets or other similar transaction that may adversely affect our creditworthiness or the successor or combined entity;
- a change in control of us; or
- a highly leveraged transaction involving us whether or not involving a change in control.

Accordingly, the holders of debt securities would not have protection in the event of a highly leveraged transaction, reorganization, restructuring, merger or similar transaction involving us that may adversely affect the holders. The existing protective covenants applicable to the debt securities would continue to apply to us in the event of a leveraged buyout initiated or supported by us, our management, or any of our affiliates or their management, but may not prevent such a transaction from taking place.

Events of Default, Notice and Waiver

The indenture provides that if an event of default shall have occurred and be continuing with respect to any series of debt securities, then either the trustee or the holders of not less than 25% in outstanding principal amount of the debt securities of that series may declare to be due and payable immediately the outstanding principal amount of the debt securities of the affected series, together with interest, if any, accrued thereon; *provided, however*, that if the event of default is any of certain events of bankruptcy, insolvency or reorganization, all the debt securities, together with interest, if any, accrued thereon, will become immediately due and payable without further action or notice on the part of the trustee or the holders.

Under the indenture, an event of default with respect to the debt securities of any series is any one of the following events:

- (1) default for 30 days in payment when due of any interest due with respect to the debt securities of such series;
- (2) default in payment when due of principal of or of premium, if any, on the debt securities of such series;
- (3) default in the observance or performance of any other covenant or agreement contained in the indenture which default continues for a period of 90 days after we receive written notice specifying the default (and demanding that such default be remedied) from the trustee or the holders of at least 25% of the principal amount of securities of that series then outstanding (with a copy to the trustee if given by holders) (except in the case of a default with respect to certain consolidations, mergers, or sales of assets as set forth in Section 10.01 of the indenture, which will constitute an event of default with such notice requirement but without such passage of time requirement), *provided, however*, that the sole remedy of holders of the securities for an event of default relating to the failure to file any documents or reports that Honeywell is required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and for any failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act of 1939, as amended, which we refer to as the Trust Indenture Act, to provide such documents or reports, within 30 days after filing with the SEC, to the trustee pursuant to Section 14.04 of the indenture, will for the first 60 days after the occurrence of such an event of default, or such shorter period until such event of default has been cured or waived, consist exclusively of the right to receive additional interest on the securities at an annual rate equal to 0.25% of the outstanding principal amount of the securities, and that, on the 61st day after such event of default (if such event of default is not cured or waived prior to such 61st day), the securities will be subject to acceleration as provided in the indenture;
- (4) certain events of bankruptcy, insolvency and reorganization; and
- (5) any other event of default provided with respect to debt securities of that series.

The indenture provides that the trustee will, within 90 days after the occurrence of a default with respect to the debt securities of any series, give to the holders of debt securities of such series notice of such default known to it, unless cured or waived; *provided* that except in the case of default in the payment of principal, or interest or premium, if any, on any debt security of such series or in the payment of any sinking fund installment with respect to debt securities of such series, the trustee will be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or specified officers of the trustee in good faith determine that the withholding of such notice is in the interests of the holders of debt securities of such series. The term "default" for the purpose of this provision means any event that is, or after notice or lapse of time, or both, would become, an event of default.

The indenture contains a provision entitling the trustee, subject to the duty of the trustee during the continuance of an event of default to act with the required standard of care, to be indemnified by the holders before proceeding to exercise any right or power under the indenture at the request of such holders. The indenture provides that the holders of a majority in outstanding principal amount of the debt securities of any series may, subject to certain exceptions, on behalf of the holders of debt securities of such series direct the time, method and place of conducting proceedings for remedies available to the trustee, or exercising any trust or power conferred on the trustee.

The indenture includes a covenant that we will file annually with the trustee a certificate of no default, or specifying any default that exists.

In certain cases, the holders of a majority in outstanding principal amount of the debt securities of any series may on behalf of the holders of debt securities of such series rescind a declaration of acceleration or waive any past default or event of default with respect to the debt securities of that series except a default not theretofore cured in payment of the principal of, or interest or premium, if any, on any debt security of such series or in respect of a provision which under the indenture cannot be modified or amended without the consent of the holder of each such debt security.

No holder of a debt security of any series has any right to institute any proceeding with respect to the indenture or the debt securities of any series or for any remedy thereunder unless:

- such holder shall have previously given to the trustee written notice of a continuing event of default;
- the holders of at least 25% in aggregate principal amount of the outstanding debt securities of such series have also made such a written request;
- such holder or holders have provided indemnity satisfactory to the trustee to institute such proceeding as trustee;
- the trustee has not received from the holders of a majority in outstanding principal amount of the debt securities of such series a direction inconsistent with such request; and
- the trustee has failed to institute such proceeding within 90 calendar days of such notice.

However, such limitations do not apply to a suit instituted by a holder of debt securities for enforcement of payment of the principal of, or premium or interest, if any, on such debt securities on or after the respective due dates expressed in such debt securities after any applicable grace periods have expired.

Modification and Waiver

The trustee and we may amend or supplement the indenture or the debt securities of any series without the consent of any holder, in order to:

- cure any ambiguity, defect or inconsistency;
- provide for uncertificated debt securities in addition to or in place of certificated debt securities;
- provide for the assumption of our obligations to the holders in the case of a merger or consolidation of us as permitted by the indenture;
- evidence and provide for the acceptance of appointment by a successor trustee and to add to or change any of the provisions of the indenture as are necessary to provide for or facilitate the administration of the trusts by more than one trustee;
- make any change that would provide any additional rights or benefits to the holders of all or any series of debt securities and that does not adversely affect any such holder; or
- comply with SEC requirements in order to effect or maintain the qualification of the indenture under the Trust Indenture Act.

In addition, except as described below, modifications and amendments of the indenture or the debt securities of any series may be made by the trustee and us with the consent of the holders of a majority in outstanding principal amount of the debt securities affected by such modification or amendment. However, no such modification or amendment may, without the consent of each holder affected thereby:

- change the stated maturity of, or time for payment of interest on, any debt security;
- reduce the principal amount of, or the rate of interest or the premium, payable upon the redemption of, if any, on any debt security;
- change the place or currency of payment of principal of, or interest or premium, if any, on any debt security;
- impair the right to institute suit for the enforcement of any payment on or with respect to such debt securities on or after the stated maturity or prepayment date thereof; or
- reduce the percentage in principal amount of debt securities of any series where holders must consent to an amendment, supplement or waiver.

Defeasance

The indenture provides that we will be discharged from any and all obligations in respect of the debt securities of any series (except for certain obligations to register the transfer or exchange of the debt securities, to replace stolen, lost or mutilated debt securities, to maintain paying agencies and hold monies for payment in trust and to pay the principal of and interest, if any, on such debt securities), upon the irrevocable deposit with the trustee, in trust, of money and/or U.S. government securities, which through the payment of interest and principal thereof in accordance with their terms provides money in an amount sufficient to pay the principal of (and premium, if any) and interest, if any, in respect of the debt securities of such series on the stated maturity date of such principal and any installment of principal, or interest or premium, if any. Also, the establishment of such a trust will be conditioned on the delivery by us to the trustee of an opinion of counsel reasonably satisfactory to the trustee to the effect that, based upon applicable U.S. federal income tax law or a ruling published by the United States Internal Revenue Service, such a defeasance and discharge will not be deemed, or result in, a taxable event with respect to the holders. For the avoidance of doubt, such an opinion would require a change in current U.S. tax law.

We may also omit to comply with the restrictive covenants, if any, of any particular series of debt securities, other than our covenant to pay the amounts due and owing with respect to such series of debt securities. Thereafter, any such omission shall not be an event of default with respect to the debt securities of such series, upon the deposit with the trustee, in trust, of money and/or U.S. government securities which through the payment of interest and principal in respect thereof in accordance with their terms provides money in an amount sufficient to pay any installment of principal of (and premium, if any) and interest, if any, in respect of debt securities of such series on the stated maturity date of such principal or installment of principal, or interest or premium, if any. Our obligations under the indenture and the debt securities of such series other than with respect to such covenants shall remain in full force and effect. Also, the establishment of such a trust will be conditioned on the delivery by us to the trustee of an opinion of counsel to the effect that such a defeasance and discharge will not be deemed, or result in a taxable event with respect to the holders.

In the event we exercise our option to omit compliance with certain covenants as described in the preceding paragraph and the debt securities of such series are declared due and payable because of the occurrence of any event of default, then the amount of monies and U.S. government securities on deposit with the trustee will be sufficient to pay amounts due on the debt securities of such series at the time of the acceleration resulting from such event of default. We remain liable in any event for such payments as provided in the debt securities of such series.

Satisfaction and Discharge

At our option, we may satisfy and discharge the indenture with respect to the debt securities of any series (except for specified obligations of the trustee and ours, including, among others, the obligations to apply money held in trust) when:

- either (a) all debt securities of such series previously authenticated and delivered under the indenture have been delivered to the trustee for cancellation or (b) all debt securities of such series not theretofore delivered to the trustee for cancellation have become due and payable, will become due and payable at their stated maturity within one year, or are to be called for redemption within one year under arrangements satisfactory to the trustee for the giving of notice of redemption by the trustee, and we have deposited or caused to be deposited with the trustee as trust funds in trust for such purpose an amount sufficient to pay and discharge the entire indebtedness on debt securities of such series;
- we have paid or caused to be paid all other sums payable under the indenture with respect to the debt securities of such series by us; and
- we have delivered to the trustee an officers' certificate and an opinion of counsel, each to the effect that all conditions precedent relating to the satisfaction and discharge of the indenture as to such series have been satisfied.

Payment on the Debt Securities

All payments on the debt securities are payable in euros; provided that if the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the debt securities will be made in U.S. dollars until the euro is again available to us or so used. The amount payable on any date in euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or prior to the second business day prior to the relevant payment date. Any payment in respect of the debt securities so made in U.S. dollars does not constitute an event of default under the debt securities or the indenture. Neither the trustee nor the paying agent will have any responsibility for any calculation or conversion in connection with the foregoing.

Ranking

The debt securities are our senior unsecured and unsubordinated debt obligations and rank equally among themselves and with all of our other existing and future senior unsecured indebtedness and senior to all of our subordinated debt.

Interest

The 2023 notes and the 2028 notes began bearing interest as of February 22, 2016, and the 2024 notes and the 2032 notes began bearing interest from March 10, 2020.

Fixed Rate Notes

The 2023 notes bear interest at a fixed rate of 1.300% per annum, the 2024 notes bear interest at a fixed rate of 0.000% per annum, the 2028 notes bear interest at a fixed rate of 2.250% per annum, and the 2032 notes bear interest at a fixed rate of 0.750% per annum. Interest on the 2023 notes and the 2028 notes accrues from February 22, 2016, or from the most recent date to which interest has been paid or provided for, and interest on the 2024 notes and the 2032 notes accrues from March 10, 2020, or from the most recent date to which interest has been paid or provided for, in each case payable annually in arrears on February 22 of each year with respect to the 2023 notes and the 2028 notes and on March 10 of each year with respect to the 2024 notes and the 2032 notes (each a "debt securities interest payment date"), commencing February 22, 2017 with respect to the 2023 notes and the 2028 notes and March 10, 2021 with respect to the 2024 notes and the 2032 notes to holders of record at the close of business on the 15th calendar day (whether or not a business day) immediately preceding the interest payment date or, if the debt securities are represented by one or more global notes, the close of business on the business day (for this purpose a day on which Clearstream and Euroclear are open for business) immediately preceding the debt securities interest payment date; provided, however, that interest payable on the maturity date of the debt securities or any redemption date of the debt securities shall be payable to the person to whom the principal of such debt securities shall be payable.

Interest payable on the debt securities on any debt securities interest payment date, redemption date or maturity date is the amount of interest accrued from, and including, the next preceding debt securities interest payment date in respect of which interest has been paid or duly provided for to, but excluding, such debt securities interest payment date, redemption date or maturity date, as the case may be. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Markets Association. If any debt securities interest payment date falls on a day that is not a business day, the interest payment will be made on the next succeeding day that is a business day, but no additional interest will accrue as a result of the delay in payment. If the maturity date or the redemption date of the debt securities falls on a day that is not a business day, the related payment of principal, premium, if any, and interest will be made on the next succeeding business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next succeeding business day. The rights of holders of beneficial interests of debt securities to receive the payments of interest on such notes are subject to the applicable procedures of Euroclear and Clearstream.

Optional Redemption of the Debt Securities

The 2023 notes and the 2028 notes are redeemable, in whole or in part, at any time and from time to time at our option, the 2024 notes are redeemable at our option, in whole or in part, at any time prior to February 10, 2024, and the 2032 notes are redeemable at our option, in whole or in part, at any time prior to December 10, 2031, at a redemption price equal to the greater of (i) 100% of the principal amount of the notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the fixed rate notes to be redeemed (exclusive of interest accrued to the date of redemption), discounted to the redemption date on an annual basis (ACTUAL/ACTUAL (ICMA)), at the applicable Comparable Government Bond Rate described below plus 25 basis points for the 2023 notes, plus 15 basis points for the 2024 notes, plus 30 basis points for the 2028 notes, and plus 25 basis points for the 2032 notes, plus, in each case, accrued and unpaid interest on the principal amount of the fixed rate notes to be redeemed to the date of redemption. We will calculate the redemption price.

At any time on or after February 10, 2024 with respect to the 2024 notes and at any time on or after December 10, 2031 with respect to the 2032 notes, we may redeem the notes, in whole or in part, at a redemption price equal to 100% of the principal amount of such notes of such series being redeemed, plus accrued and unpaid interest on the principal amount of such notes of such series to be redeemed to the date of redemption.

"Comparable Government Bond Rate" means, with respect to any redemption date, the rate per annum equal to the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third business day prior to the date fixed for redemption,

calculated in accordance with customary financial practice in pricing new issues of comparable corporate debt securities paying interest on an annual basis (ACTUAL/ACTUAL (ICMA)) of the Comparable Government Bond (as defined below), assuming a price for the Comparable Government Bond (expressed as a percentage of its principal amount) equal to the Comparable Government Bond Price for such redemption date.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, the German government bond (Bundesanleihe) selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the fixed rate notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities of a comparable maturity to the remaining term of such fixed rate notes.

"Independent Investment Banker" means one of the Reference Government Bond Dealers selected by us.

"Comparable Government Bond Price" means, with respect to any redemption date, (1) the arithmetic average of the Reference Government Bond Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (2) if we obtain fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations.

"Reference Government Bond Dealer" means each of (i) with respect to the 2023 notes and the 2028 notes, Barclays Bank PLC, Citigroup Global Markets Limited, Goldman, Sachs & Co. and Merrill Lynch International or any of their affiliates that are primary European government securities dealers, and their respective successors, and with respect to the 2024 notes and the 2032 notes, Barclays Bank PLC, BNP Paribas, Goldman, Sachs & Co. LLC and UniCredit Bank AG or any of their affiliates that are primary European government securities dealers, and their respective successors; provided that if any of the foregoing or any of their affiliates shall cease to be a primary European government securities dealer ("Primary Dealer"), we shall substitute therefor another Primary Dealer and (ii) three other Primary Dealers selected by us.

"Reference Government Bond Dealer Quotations" means, with respect to each Reference Government Bond Dealer and any redemption date, the arithmetic average, as determined by us, of the bid and asked prices for the Comparable Government Bond (expressed in each case as a percentage of its principal amount) quoted in writing to us by such Reference Government Bond Dealer at 11:00 a.m., Brussels time, on the third business day preceding such redemption date.

With respect to the 2023 notes and the 2028 notes, notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of fixed rate notes of such series to be redeemed. With respect to the 2024 notes and the 2032 notes, notice of any redemption will be mailed at least 10 days but not more than 60 days before the redemption date to each holder of fixed rate notes of such series to be redeemed. If we elect to redeem fewer than all the fixed rate notes of such series, the trustee will select the particular fixed rate notes of such series to be redeemed by such method that the trustee deems fair and appropriate; provided that if the fixed rate notes of such series are represented by one or more global securities, beneficial interests therein will be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor; and provided, further, that no fixed rate notes of a principal amount of €100,000 or less will be redeemed in part.

Unless we default in payment of the redemption price, on and after the redemption date interest will cease to accrue on the fixed rate notes or portions thereof called for redemption.

The debt securities are also subject to redemption prior to maturity if certain changes in U.S. tax law occur. If such changes occur, the debt securities may be redeemed at a redemption price of 100% of their principal amount plus accrued and unpaid interest to the date of redemption. See "Redemption for Tax Reasons."

Payment of Additional Amounts

We will, subject to the exceptions and limitations set forth below, pay as additional interest on the debt securities such additional amounts as are necessary in order that the net payment by us or a paying agent of the principal, premium and interest with respect to the debt securities to a holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the debt securities to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- 1 to any tax, assessment or other governmental charge that would not have been imposed but for the holder, a fiduciary, settlor, beneficiary, member or shareholder of the holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the United States, being treated as having been present in, or engaged in a trade or business in, the United States, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the debt securities, the receipt of any payment in respect of the debt securities or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;
 - d. being or having been a "10-percent shareholder," as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision, of us; or
 - e. being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;
- 2 to any holder that is not the sole beneficial owner of the debt securities, or a portion of the debt securities, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;
- 3 to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of the debt securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;
- 4 to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by us or a paying agent from the payment;
- 5 to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;
- 6 to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any debt securities, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

- 7 to any tax, assessment or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, "FATCA"), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
- 8 any tax, assessment or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
- 9 any tax, assessment or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- 10 any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
- 11 in the case of any combination of items (1) through (10).

Except as specifically provided under this heading "Payment of Additional Amounts," we are not required to pay additional amounts in respect of any tax, assessment or other governmental charge. References to any payment on the debt securities include the related payment of additional amounts, as applicable.

As used under this heading "Payment of Additional Amounts" and under the heading "Redemption for Tax Reasons," the term "United States" means the United States of America, any state thereof, and the District of Columbia, and the term "United States person" means (i) any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States, any state thereof or the District of Columbia (other than a partnership that is not treated as a United States person for U.S. federal income tax purposes), (iii) any estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) any trust if a U.S. court can exercise primary supervision over the administration of the trust and one or more United States persons can control all substantial trust decisions, or if a valid election is in place to treat the trust as a United States person.

Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws of the United States or the official interpretation thereof that is announced or becomes effective on or after February 17, 2016, with respect to the 2023 notes and the 2028 notes, or on or after March 5, 2020, with respect to the 2024 notes and the 2030 notes, we become or, based upon a written opinion of independent counsel selected by us, will become obligated to pay additional amounts as described herein under the heading "Payment of Additional Amounts" with respect to the debt securities of any series, then we may at any time at our option redeem, in whole, but not in part, the debt securities of such series on not less than 30 nor more than 60 days' prior notice with respect to the 2023 notes and the 2028 notes, or not less than 10 nor more than 60 days' prior notice, with respect to the 2024 notes and the 2030 notes, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest on the debt securities of such series to be redeemed to the date of redemption.

Further Issues

We may from time to time, without notice to or the consent of the registered holders of a series of debt securities, create and issue further debt securities of any such series ranking equally with the debt securities of the corresponding series and having the same terms 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); provided that such additional debt securities of any series shall not be issued with the same ISIN or Common Code number as the debt securities of its corresponding series unless such additional debt securities are issued for U.S. federal income tax purposes in a "qualified reopening" or are otherwise treated as part of the same issue for U.S. federal income tax purposes. Such further debt securities will be consolidated and form a single series with the debt securities of the corresponding series.

Notices

Notices to holders of the debt securities will be sent by mail or email to the registered holders, or otherwise in accordance with the procedures of the applicable depository.

Regarding the Trustee, Paying Agent, Transfer Agent and Registrar

Deutsche Bank Trust Company Americas is the paying agent, trustee, transfer agent and registrar with respect to the debt securities. We and our affiliates maintain various commercial and service relationships with the trustee and its affiliates in the ordinary course of business.

The indenture contains certain limitations on the right of the trustee, should it become a creditor of ours within three months of, or subsequent to, a default by us to make payment in full of principal or interest on any series of debt securities issued pursuant to the indenture when and as the same becomes due and payable, to obtain payment of claims, or to realize for its own account on property received in respect of any such claim as security or otherwise, unless and until such default is cured. However, the trustee's rights as a creditor of ours will not be limited if the creditor relationship arises from, among other things:

- the ownership or acquisition of securities issued under any indenture or having a maturity of one year or more at the time of acquisition by the trustee;
- certain advances authorized by a receivership or bankruptcy court of competent jurisdiction or by the indenture;
- disbursements made in the ordinary course of business in its capacity as indenture trustee, transfer agent, registrar, custodian or paying agent or in any other similar capacity;
- indebtedness created as a result of goods or securities sold in a cash transaction or services rendered or premises rented; or
- the acquisition, ownership, acceptance or negotiation of certain drafts, bills of exchange, acceptances or other obligations.

The indenture does not prohibit the trustee from serving as trustee under any other indenture to which we may be a party from time to time or from engaging in other transactions with us. If the trustee acquires any conflicting interest within the meaning of the Trust Indenture Act and any debt securities issued pursuant to the indenture are in default, it must eliminate such conflict or resign.

An affiliate of the trustee is a participant in our \$4.0 billion Amended and Restated Five Year Credit Agreement, maturing in April 2024, and our \$1.5 billion 364-Day Credit Agreement, maturing in April 2021.

Listing

We have listed each series of the debt securities on the Nasdaq. We have no obligation to maintain such listing and we may delist any series of the debt securities at any time.

Governing Law

The indenture and the debt securities for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT FOR SELECT MANAGEMENT EMPLOYEES

In consideration of my role as a select management employee of Honeywell, my employment, continued employment, compensation, eligibility for any future discretionary raises or merit increases, eligibility for any future bonuses, awards or payments under any Honeywell incentive compensation or equity programs or plans, and the equipment, materials, facilities and Confidential Information supplied to me, I agree to the following:

1. **Noncompetition.** I acknowledge that in the course of my employment with or provision of services to Honeywell, I have and will become familiar with Confidential Information concerning Honeywell, its businesses and employees, including, but not limited to, Honeywell's business methods, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, customer lists and data, and personnel information. I understand and agree that as part of my continued employment with Honeywell, I will continue to have access to and receive Confidential Information concerning Honeywell. I further acknowledge that Honeywell operates in a very competitive business environment and my services are, and will continue to be, of special, unique and extraordinary value to Honeywell. I further acknowledge that I have been given, and will continue to be given, access to and the ability to develop relationships with, customers of Honeywell at the expense of Honeywell, and have and will continue to receive training, experience and expertise from Honeywell that make my services of special, unique and extraordinary value to Honeywell. I further acknowledge and agree that I will not, directly or indirectly, at any during or after my employment with Honeywell, except in the course of performing my duties for Honeywell, disclose, disseminate, make available or use Honeywell's Confidential Information.

I agree that, during my employment and for a period of one (1) year following my Termination of Employment with Honeywell for any reason, I will not become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business (as defined below). This restriction shall apply to any Competing Business that conducts business in the same or substantially similar geographic area as a Protected Honeywell Business (as defined below). I acknowledge that (i) Honeywell's business is conducted around the world; (ii) notwithstanding Honeywell's state of incorporation or the location of its principal office, Honeywell maintains business activities and valuable business relationships within its industries around the world; and (iii) as part of my responsibilities, I may be conducting business around the world in furtherance of Honeywell's business and its relationships.

A "Competing Business" shall mean any business, person, entity or group of business entities, regardless of whether organized as a corporation, partnership (general or limited), joint venture, association or other organization, that (i) conducts or is planning to conduct a business similar to and/or in competition with any business conducted or planned by Honeywell, or (ii) designs, develops, produces, offers for sale or sells a product or service that can be used as a substitute for, or is generally intended to satisfy the same customer needs for, any one or more products or services designed, developed, manufactured, produced or offered for sale or sold by a Honeywell business (the Honeywell businesses described in (i) and (ii) are hereinafter collectively referred to as "Protected Honeywell Business(es)"). Notwithstanding the foregoing, an entity is not a Competing

Business with respect to me unless I was employed by, performed services for, or had operational knowledge of a Protected Honeywell Business in a covered job (i.e., a job subject to a noncompetition agreement) during the Look Back Period. For purposes of the foregoing, I acknowledge that I will be deemed to have knowledge of a Protected Honeywell Business if I received, was in possession of, or otherwise had access to Confidential Information regarding such Protected Honeywell Business.

For purposes of illustration only, I acknowledge and understand that each of the corporations or entities (and any related entities, subsidiaries, affiliates or successors) set forth on the Addendum attached hereto is a Competing Business as of the date hereof. I further acknowledge and agree that the Addendum attached hereto is not an exhaustive list and is not intended to include all of Honeywell's current or future competitors, which I acknowledge may include other persons or entities in the future. I further acknowledge and understand that if I have any questions about whether any prior Honeywell position that I have held over the last two (2) years may be used to identify Competing Businesses, I should contact my Human Resource representative.

Honeywell recognizes that some businesses, persons, entities, or group of businesses that constitute Competing Businesses may also have lines of business that do not compete with Honeywell, and the restrictions contained herein are not intended to include such lines of business. I understand and agree that if I intend to become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business, it is presumed that the restrictions contained herein apply. I further understand and agree that if I do not believe the restrictions contained herein should apply, I must notify Honeywell, in writing, prior to accepting employment or otherwise becoming associated with the ostensible Competing Business, and demonstrate to Honeywell that I will only be employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business' line of business that does not compete with Honeywell.

2. Reasonableness of Restrictions and Validity. I agree that the terms of this Agreement are reasonable and do not impose a greater restraint than necessary to protect Honeywell's legitimate protectable business interests, including the protection of its Confidential Information. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be overbroad, invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect. I also agree that the parties shall request that a court of competent jurisdiction not invalidate or ignore the terms of this Agreement, but instead honor this provision by reforming or modifying any overbroad or otherwise invalid terms to the extent necessary to render the terms valid and enforceable and then enforcing the Agreement as so reformed or modified.

3. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. I acknowledge and agree that Honeywell may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement, and that money damages would not be an adequate remedy for any breach of the provisions of this Agreement. I acknowledge and agree that a violation of this Agreement would cause irreparable harm to Honeywell, and I covenant that I will not assert in any proceeding that a violation or further violation of this Agreement: (i) will not result in irreparable harm to Honeywell; or (ii) could be remedied adequately at law. Honeywell's right to injunctive relief shall be cumulative and in addition to any other remedies available at law or equity. In the event that a court determines that I have breached this Agreement or enters an order enforcing or upholding any provision of this Agreement, I agree that the post-employment restrictive covenant period shall be tolled during the time period that I was in violation of the covenant so that Honeywell gets the full benefit of the entire restrictive covenant period set forth in Paragraph 1. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of this Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my new employer, which may also include, but not be limited to, contract damages, lost profits and punitive damages.

4. Harm and Injunctive Relief and Permitted Disclosures. I agree and acknowledge that the restrictions contained in this Agreement do not preclude me from earning a livelihood, nor do they unreasonably impose limitations on my ability to earn a living. I further agree and acknowledge that the potential harm to Honeywell of the non-enforcement of this Agreement outweighs any potential harm to me from its enforcement by injunction or otherwise. I acknowledge that I have carefully read this Agreement and have given careful consideration to the restraints imposed upon me by this Agreement, and am in full accord as to their necessity for the reasonable and proper protection of Honeywell's legitimate protectable business interests, including the protection of its Confidential Information. I agree and acknowledge that I have been provided adequate and reasonable consideration in exchange for the obligations under this Agreement, including employment or continued employment by Honeywell, goodwill, access or continued access to Honeywell's Confidential Information, access or continued access to customers, and additional good and valuable consideration. I expressly acknowledge and agree that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical scope.

I acknowledge that I have been hereby provided notice that federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where: (a) the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document

containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. I understand that in the event it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, I will be subject to substantial damages, including punitive damages and attorneys' fees.

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter any employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling.

5. Binding Agreement, Amendment, Successors. I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing employment or other agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection provided by all agreements I have with Honeywell. The terms of the restrictions in Paragraph 1 and the other terms in this Agreement are to be read consistent with the terms of any other noncompete or other agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. No waiver of this Agreement will be effective unless it is in writing and signed by Honeywell's chief human resources officer or his/her designee. This Agreement may not be superseded or amended by any other agreement between myself and Honeywell unless such agreement specifically and expressly states that it is intended to supersede this Agreement and is executed by Honeywell's chief human resources officer or his/her designee. This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns.

6. Acknowledgement of Receipt. I acknowledge that I received a copy of this Agreement prior to accepting my transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire.

7. Effectiveness of Agreement. This Agreement becomes effective when sign it. The obligations under it continue throughout the entire period of time I am employed by Honeywell, without regard to the business within Honeywell with which I am associated and these obligations will continue after, and survive, the end of my employment with Honeywell.

8. Notice to Future Employers. For the period of one (1) year immediately following the end of my employment with Honeywell, I will inform each new prospective employer, prior to accepting employment, of the existence of this Agreement and provide that prospective employer with a copy of

it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law. I hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of North Carolina, Mecklenburg County, for the resolution of all disputes arising under, or relating to, this Agreement.

10. Additional Definitions.

"Confidential Information" means information that is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, personnel information, customer lists or data, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.

"Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having its headquarters in Charlotte, Mecklenburg County, North Carolina), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

"Look Back Period" means the two (2) year period ending on the date of my Termination of Employment.

"Termination of Employment" means any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

11. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

I have carefully read this Agreement. I understand and accept its terms. I understand and agree that I will continue to be bound by the provisions of this Agreement after my employment with Honeywell has ended.

EXECUTIVE NAME DATE

ADDENDUM TO HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT FOR SELECT MANAGEMENT EMPLOYEES

[EXECUTIVE NAME] EMPLOYED AS [EXECUTIVE TITLE]

Pursuant to Paragraph 1 of your Honeywell International Noncompete Agreement for Select Management Employees ("Noncompete Agreement"), this Addendum contains a list, for illustration purposes only, of specific competitors that are considered a "Competing Business," as that term is used in your Noncompete Agreement, and are therefore covered by the restrictions contained in Paragraph 1 of your Noncompete Agreement. This list is not an exhaustive list and is not intended to include all of Honeywell's, or your specific business' or unit's, current or future competitors, which you acknowledge in Paragraph 1 of your Noncompete Agreement may include other persons or entities now or in the future.

Based on your current role and responsibilities with Honeywell International Inc. as its [EXECUTIVE TITLE], the following companies are considered key competitors and therefore fall within the definition of a Competing Business, as that term is used in your Noncompete Agreement:

[COMPETITOR NAMES]

As previously noted, this is not an exhaustive list and there may be other current and future persons or entities that would meet the definition of a Competing Business, as set forth in your Noncompete Agreement. In addition, pursuant to Paragraph 1 of your Noncompete Agreement, please note that the term Competing Business, as defined in your Noncompete Agreement, will include competitors of any Honeywell business in which you have worked in a job subject to a noncompete agreement during the Look Back Period (as defined in your Noncompete Agreement). Accordingly, if you worked in multiple Honeywell businesses in covered positions during your tenure, it is very likely that the list of Competing Businesses subject to restriction under the terms of your Noncompete Agreement will be broader than the above illustrative list. If you have questions about whether any prior Honeywell position which you have held during the Look Back Period subjects you to similar restrictions, and will be used to identify Competing Business(es), you should contact your Human Resource representative.



September 13, 2019

Michael Madsen
1944 E Sky Harbor Circle
Phoenix, Arizona 85034

Re: *Offer Letter*

Dear Mike:

I am pleased to confirm our offer to you to become President and Chief Executive Officer, Honeywell Aerospace (Executive Band), based in Phoenix, Arizona, reporting directly to Darius Adamczyk. The effective date of your promotion will be mutually agreed upon ("Effective Date"), subject to the terms and conditions of this offer letter. In this position, you will become an Executive Officer of Honeywell.¹

In connection with your new role, you will be entitled to the following compensation² and benefits package:

COMPENSATION

Base Salary: As of the Effective Date, your annual base salary will be increased to \$700,000. Base salary reviews occur annually and any adjustments are generally at the end of the first quarter of the calendar year. Adjustments are based on your performance and other relevant factors. You will next be eligible for a base salary review in March of 2020.

Annual Incentive Compensation: As of the Effective Date, your target incentive compensation opportunity will be 100% of your annual cash base salary earnings during the year. For 2019, your incentive compensation award will be prorated based on the number of days your target incentive was 55%, and the number of days your target incentive will be 100%. Incentive compensation awards are paid in the first quarter of the following year (i.e., 2020 for 2019 services).

¹ Note, this offer is contingent upon your election as a Honeywell corporate officer by the Company's Board of Directors. It is expected that you will be so elected at the next regularly scheduled Board Meeting, which is expected to be on or about September 27, 2019. You will not become a corporate officer until the later of such election or your Effective Date.

² As a corporate officer of Honeywell, your compensation must be officially approved by the Management Development and Compensation Committee of the Company's Board of Directors ("MDCC"). It is expected that your compensation package will be so approved at the next regularly scheduled meeting of the MDCC, which is expected to be on or about September 26, 2019. Such approval, however, is expressly conditioned on your subsequent election as a Honeywell corporate officer by the Company's Board of Directors.

Annual Long-Term Incentive Awards: Beginning in 2020, you will be eligible for annual long-term incentive (“LTI”) awards with a target value equal to 375% of your base salary. Your LTI awards shall consist of stock options, restricted stock units, performance stock units or cash-based awards, or some combination thereof, as determined by the Company in its discretion. The actual size and mix of your annual LTI awards will be determined by the MDCC based on your performance and future career potential with Honeywell. The terms of all LTI awards are governed by the terms of the applicable stock plan and the relevant award agreements. Moreover, Honeywell and the MDCC reserve the right to modify the design or mix of the LTI award program in the future.

OTHER EXECUTIVE BENEFITS

You will also be entitled to the following Executive Benefits:

- *Excess Liability Insurance:* Honeywell will pay the annual premium for an Excess Liability Insurance policy that provides \$10,000,000 of personal liability umbrella coverage per occurrence.
- *Executive Severance:* The Honeywell International Inc. Severance Plan for Designated Officers currently provides for 18 months of base salary continuation and target bonus if your employment is involuntary terminated for a reason other than Cause (as defined in the severance plan document in effect when you terminate employment). You will be required to execute a release of claims against Honeywell and its affiliates and related parties and you may be required to agree to certain non-solicitation, non-disclosure and non-competition covenants as a condition of receiving executive severance benefits. For additional information, please consult the actual plan document.

STOCK OWNERSHIP GUIDELINES FOR HONEYWELL OFFICERS

As an Executive Officer of the Corporation, you will be required to hold Honeywell shares in accordance with the Corporation’s Stock Ownership Guidelines, as amended from time to time. A copy of the Stock Ownership Guidelines will be separately provided to you.

INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENTS

As a condition of this employment offer, you are required to execute, in the form attached hereto, (i) Honeywell’s “Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information” (“IP Agreement”), and (ii) the “Honeywell International Inc. Noncompete Agreement for Select Executives” (“Noncompete Agreement”), both of which are attached hereto.

ACCEPTANCE OF OFFER

Please indicate your acceptance of this offer by electronically signing this offer letter, as well as the IP Agreement and Noncompete Agreement via DocuSign.

Honeywell has a long and distinguished history. But, more importantly, we are a company with a terrific future and a great place to work. Our performance culture drives growth for us and competitive advantage for our customers. We hire the best people; give them every possible opportunity to learn, grow, and develop; and reward them for their contributions. We offer career paths that span product lines, job types, businesses, and countries.

Mike, we are excited to be extending this offer to you and look forward to working with you in your expanded role. Your experience and background are an asset to our Company.

If you have any questions or need any further information about our offer, please contact me directly.

Congratulations,

/s/ Mark R. James

Mark R. James
Senior Vice President, Human Resources, Security and Communications

Read and Accepted:

/s/ Michael Madsen

MICHAEL MADSEN (E035212)

Date Sept. 13, 2019

All businesses experience changing conditions. Accordingly, we reserve the right to change work assignments, reporting relationships and staffing levels to meet business needs, and your employment with Honeywell will be on an "at will" basis. This means that there is no guarantee of employment for any specific period, and either you or Honeywell may terminate your employment at any time.

The descriptions of benefits and perquisites described in this offer letter are for general information purposes only and are not intended to modify any plan document, summary plan description ("SPD") or prospectus. For a complete description of any benefit or perquisite, you may request a copy of the applicable plan document, SPD or prospectus. The Company reserves the right to modify, amend or terminate any benefit plan or perquisite in its sole and absolute discretion.

EID:

Document Category: Hiring

Document Type: Offer Letter

*For Employee File Management Purpose Only

HONEYWELL INTERNATIONAL INC. NONCOMPETE AGREEMENT

FOR SELECT EXECUTIVES

In consideration of my transfer, promotion, or hire into my role as an executive of Honeywell, my employment, continued employment, compensation and the equipment, materials, facilities and the Confidential Information supplied to me, I agree to the following:

1. Noncompetition. I acknowledge that in the course of my employment with or provision of services to Honeywell, I have and will become familiar with Confidential Information concerning Honeywell, its businesses and employees, including, but not limited to, Honeywell's business methods, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, customer lists and data, and personnel information. I understand and agree that as part of my continued employment with Honeywell, I will continue to have access to and receive Confidential Information concerning Honeywell. I further acknowledge that Honeywell operates in a very competitive business environment and my services are, and will continue to be, of special, unique and extraordinary value to Honeywell. I further acknowledge that I have been given, and will continue to be given, access to and the ability to develop relationships with, customers of Honeywell at the time and expense of Honeywell, and have and will continue to receive training, experience and expertise from Honeywell that make my services of special, unique and extraordinary value to Honeywell. I further acknowledge and agree that I will not, directly or indirectly, at any time during or after my employment with Honeywell, except in the course of performing my duties for Honeywell, disclose, disseminate, make available or use Honeywell's Confidential Information.

I agree that, during my employment and for a period of two (2) years following my Termination of Employment with Honeywell for any reason, I will not become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business (as defined below). This restriction shall apply to any Competing Business that conducts business in the same or substantially similar geographic area as a Protected Honeywell Business (as defined below). I acknowledge that (i) Honeywell's business is conducted around the world; (ii) notwithstanding Honeywell's state of incorporation or the location of its principal office, Honeywell maintains business activities and valuable business relationships within its industries around the world; and (iii) as part of my responsibilities, I may be conducting business around the world in furtherance of Honeywell's business and its relationships.

A "Competing Business" shall mean any business, person, entity or group of business entities, regardless of whether organized as a corporation, partnership (general or limited), joint venture, association or other organization, that (i) conducts or is planning to conduct a business similar to and/or in competition with any business conducted or planned by Honeywell, or (ii) designs, develops, produces, offers for sale or sells a product or service that can be used as a substitute for, or is generally intended to satisfy the same customer needs for, any one or more products or services designed, developed, manufactured, produced or offered for sale or sold by a Honeywell business (the Honeywell businesses described in (i) and (ii) are hereinafter collectively referred to as "Protected Honeywell Business(es)"). *Notwithstanding the foregoing, an entity is not a Competing Business with respect to me unless I was employed by, performed services for, or had operational knowledge of, a Protected Honeywell Business in a covered job (i.e., a job subject to a noncompetition agreement) during the Look Back Period.* For purposes of the foregoing, I acknowledge that I will be deemed to have knowledge of a Protected Honeywell Business if I received, was in possession of, or otherwise had access to Confidential Information regarding such Protected Honeywell Business.

For purposes of illustration only, I acknowledge and understand that each of the corporations or entities (and any related entities, subsidiaries, affiliates or successors) set forth on the

Addendum attached hereto is a Competing Business as of the date hereof. I further acknowledge and agree that the Addendum attached hereto is not an exhaustive list and is not intended to include all of Honeywell's current or future competitors, which I acknowledge may include other persons or entities in the future. I further acknowledge and understand that if I have any questions about whether any prior Honeywell position that I have held over the last two (2) years may be used to identify Competing Businesses, I should contact my Human Resource representative.

Honeywell recognizes that some businesses, persons, entities, or group of businesses that constitute Competing Businesses may also have lines of business that do not compete with Honeywell, and the restrictions contained herein are not intended to include such lines of business. I understand and agree that if I intend to become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business, it is presumed that the restrictions contained herein apply. I further understand and agree that if I do not believe the restrictions contained herein *should* apply, I must notify Honeywell, in writing, prior to accepting employment or otherwise becoming associated with the ostensible Competing Business, and demonstrate to Honeywell that I will only be employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business' line of business that does not compete with Honeywell.

2. Reasonableness of Restrictions and Validity. I agree that the terms of this Agreement are reasonable and do not impose a greater restraint than necessary to protect Honeywell's legitimate protectable business interests, including the protection of its Confidential Information. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be overbroad, invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect. I also agree that the parties shall request that a court of competent jurisdiction not invalidate or ignore the terms of this Agreement, but instead honor this provision by reforming or modifying any overbroad or otherwise invalid terms to the extent necessary to render the terms valid and enforceable and then enforcing the Agreement as so reformed or modified.

3. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. I acknowledge and agree Honeywell may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement, and that money damages would not be an adequate remedy for any breach of the provisions of this Agreement. I acknowledge and agree that a violation of this Agreement would cause irreparable harm to Honeywell, and I covenant that I will not assert in any proceeding that a violation or further violation of this Agreement: (i) will not result in irreparable harm to Honeywell; or (ii) could be remedied adequately at law. Honeywell's right to injunctive relief shall be cumulative and in addition to any other remedies available at law or equity. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of this Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach

against me or my new employer, which may also include, but not be limited to, contract damages, lost profits and punitive damages.

4. Harm and Injunctive Relief and Permitted Disclosures. I agree and acknowledge that the restrictions contained in this Agreement do not preclude me from earning a livelihood, nor do they unreasonably impose limitations on my ability to earn a living. I further agree and acknowledge that the potential harm to Honeywell of the non-enforcement of this Agreement outweighs any potential harm to me from its enforcement by injunction or otherwise. I acknowledge that I have carefully read this Agreement and have given careful consideration to the restraints imposed upon me by this Agreement, and am in full accord as to their necessity for the reasonable and proper protection of Honeywell's legitimate protectable business interests, including the protection of its Confidential Information. I agree and acknowledge that I have been provided adequate and reasonable consideration in exchange for the obligations under this Agreement, including employment or continued employment by Honeywell, goodwill, access or continued access to Honeywell's Confidential Information, access or continued access to customers, and additional good and valuable consideration. I expressly acknowledge and agree that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical scope.

I acknowledge that I have been hereby provided notice that federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where: (a) the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. **I understand that in the event it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, I will be subject to substantial damages, including punitive damages and attorneys' fees.**

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter any employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling.

5. Binding Agreement, Amendment, Successors. I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing employment or other agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection provided by all agreements I have with Honeywell. The terms of the restrictions in Paragraph 1 and the other terms in this Agreement are to be read consistent with the terms of any other noncompete or other agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. No waiver of this Agreement will be effective unless it is in writing and signed by Honeywell's chief human resources officer or his/her designee. This Agreement may not be superseded or amended

by any other agreement between myself and Honeywell unless such agreement specifically and expressly states that it is intended to supersede this Agreement and is executed by Honeywell's chief human resources officer or his/her designee. This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns.

6. Acknowledgement of Receipt. I acknowledge that I received a copy of this Agreement prior to accepting my transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire.

7. Effectiveness of Agreement. This Agreement becomes effective when I sign it. The obligations under it continue throughout the entire period of time I am employed by Honeywell, without regard to the business within Honeywell with which I am associated and these obligations will continue after, and survive, the end of my employment with Honeywell.

8. Notice to Future Employers. For the period of two (2) years immediately following the end of my employment with Honeywell, I will inform each new prospective employer, prior to accepting employment, of the existence of this Agreement and provide that prospective employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law. I hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of North Carolina, Mecklenburg County, for the resolution of all disputes arising under, or relating to, this Agreement.

10. Additional Definitions.

"Confidential Information" means information that is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, personnel information, customer lists or data, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.

"Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business Charlotte, Mecklenburg County, North Carolina), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

"Look Back Period" means the two (2) year period ending on the date of my Termination of Employment.

"Termination of Employment" means any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination.

The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

11. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

I have carefully read this Agreement. I understand and accept its terms. I understand and agree that I will continue to be bound by the provisions of this Agreement after my employment with Honeywell has ended.

/s/ Michael Madsen

MICHAEL MADSEN (E035212)

Date Sept. 13, 2019

**ADDENDUM TO
HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT FOR SELECT EXECUTIVES**

**MICHAEL MADSEN
EMPLOYED AS
PRESIDENT & CHIEF EXECUTIVE OFFICER
HONEYWELL AEROSPACE**

Pursuant to Paragraph 1 of your Honeywell International Noncompete Agreement for Select Executives ("Noncompete Agreement"), this Addendum contains a list, for illustration purposes only, of specific competitors that are considered a "Competing Business," as that term is used in your Noncompete Agreement, and are therefore covered by the restrictions contained in Paragraph 1 of your Noncompete Agreement. This list is not an exhaustive list and is not intended to include all of Honeywell's, or your specific business' or unit's, current or future competitors, which you acknowledge in Paragraph 1 of your Noncompete Agreement may include other persons or entities now or in the future.

Based on your current role and responsibilities with Honeywell Aerospace as its President & Chief Executive Officer, the following companies are considered key competitors and therefore fall within the definition of a Competing Business, as that term is used in your Noncompete Agreement:

General Electric, United Technologies, Garmin, Rolls Royce, Lockheed Martin, Northrop Grumman, Parker Hannifin, L3 Communications, Raytheon, Boeing, Airbus, Gulfstream, Harris, and Safran

As previously noted, this is not an exhaustive list and there may be other current and future persons or entities that would meet the definition of a Competing Business, as set forth in your Noncompete Agreement. In addition, pursuant to Paragraph 1 of your Noncompete Agreement, please note that the term Competing Business, as defined in your Noncompete Agreement, will include competitors of any Honeywell business in which you have worked in a job subject to the Program (as defined in your Noncompete Agreement) during the Look Back Period (as defined in your Noncompete Agreement). Accordingly, if you worked in multiple Honeywell businesses in covered positions during your tenure, it is very likely that the list of Competing Businesses subject to restriction under the terms of your Noncompete Agreement will be broader than the above illustrative list. If you have questions about whether any prior Honeywell position which you have held during the Look Back Period subjects you to similar restrictions, and will be used to identify Competing Business(es), you should contact your Human Resource representative.

EID:

Document Category: Hiring

Document Type: Intellectual Property (IP) Agreements

*For Employee File Management Purpose Only

HONEYWELL INTERNATIONAL INC.
Employee Agreement Relating to Trade Secrets,
Proprietary and Confidential Information

In consideration of my employment, continued employment, compensation, eligibility for any future discretionary raises or merit increases, eligibility for any future bonuses, awards or payments under any Honeywell incentive compensation or equity programs or plans and the equipment, materials, facilities and Honeywell Confidential Information supplied to me, I understand and agree that:

- 1. Records of Inventions.** I will keep complete and current written records of all Inventions I Make during the period of time I am employed by Honeywell and promptly disclose all such Inventions in writing to Honeywell for the purpose of adequately determining Honeywell's rights in each such Invention. I will supplement any such disclosures to the extent Honeywell may request that I do so. If I have any doubt as to whether or not to disclose an Invention to Honeywell, I will disclose it.
- 2. Disclosure of Inventions after Termination.** Without further compensation, I will promptly and completely disclose in a confidential writing to Honeywell's Law Department all Inventions that I Make during the one year immediately following the end of my employment by Honeywell that are based upon Honeywell's Confidential Information for the purpose of determining Honeywell's rights in each such Invention before filing any application for patents on such Inventions. I will not file any patent application relating to any such Invention without the prior written consent of Honeywell's Law Department. If I do not prove that I Made the Invention entirely after leaving Honeywell's employment and without using or incorporating Honeywell's Confidential Information, the Invention is presumed to have been Made during the period of time I was employed by Honeywell. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting Honeywell's interests in Confidential Information and in Inventions to which it is rightfully entitled.
- 3. Ownership of Inventions.** I agree that each and every Invention I Make during the period of time I am employed by Honeywell (a) that relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) that results from any work I perform for Honeywell is the sole and exclusive property of Honeywell, and will continue to be the sole and exclusive property of Honeywell pursuant to this Agreement without any further action required by either party. I hereby irrevocably assign my entire right, title and interest in each such Invention to Honeywell. If, at any time, a court or other tribunal rules that my assignment under this paragraph is ineffective or unenforceable for any reason, I agree to perform all actions necessary to assign these Inventions and/or pre-employment Inventions to Honeywell. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell Confidential Information was used and that was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell's Law Department in writing.
- 4. Cooperation with Honeywell and Assignment of Rights.** In addition to the foregoing assignment of Inventions to Honeywell, I hereby irrevocably transfer and assign to Honeywell (and agree to sign any further documents to irrevocably transfer and assign to Honeywell): (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Inventions owned by Honeywell pursuant to paragraph 3 of this Agreement, along with any registrations of or applications to register such rights; (ii) any and all Moral Rights that I may have in or with respect to any such Inventions; and (iii) all worldwide trademark applications or registrations, domain names or social or business networking/media account or identification names related to the scope of my employment. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any assigned Inventions, even after termination of my work on behalf of Honeywell. I agree to assist and fully cooperate with Honeywell in obtaining, and enforcing Honeywell's patents, copyrights, mask work rights, trade secret rights and other legal protections for such Inventions. I will also assist and fully cooperate with Honeywell in defending Honeywell against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, Honeywell. I will execute any lawful document Honeywell requests me to execute relating to obtaining, maintaining, asserting or enforcing legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to,

executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that Honeywell is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention or right mentioned above, for any other reason whatsoever, I hereby irrevocably designate and appoint Honeywell and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me for this purpose.

5. **Pre-employment Inventions.** On Schedule A, which is an integral part of this Agreement, I have completely identified (without disclosing any trade secret or other confidential information) every Invention I Made before my employment by Honeywell in which I have an ownership interest and that is not the subject matter of an issued patent or a printed publication at the time I sign this Agreement. If I become aware of any projected or actual use of any such Invention by Honeywell, I will promptly notify Honeywell in writing of said use. I acknowledge and agree that if I use any of my pre-employment Inventions in the scope of my employment, or include them in any product or service of Honeywell, I hereby grant to Honeywell a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license without any further action required by either party to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display such pre-employment Inventions and to sublicense third parties with the same rights. Except as to the Inventions listed on Schedule A or those that are the subject matter of an issued patent or a printed publication at the time I sign this Agreement, I will not assert any rights against Honeywell with respect to any Invention Made before my employment by Honeywell.
6. **Honeywell's Confidential Information.** I will never, directly or indirectly, during or after my employment with Honeywell misappropriate, use or disclose Honeywell's Confidential Information except in furthering Honeywell's business nor will I disclose or disseminate at any time Honeywell's Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Honeywell without the prior written consent of Honeywell's Law Department, unless the specific item of Honeywell's Confidential Information: (a) is now, or hereafter (through no breach of this Agreement) becomes, general public knowledge, or (b) prior to my disclosure, dissemination or use, was lawfully acquired by me without any obligation to retain the information in confidence. In this connection, I will not publish any of Honeywell's Confidential Information for dissemination outside Honeywell or file any patent application relating to any Invention I Make during the period of time I am employed by Honeywell without the prior written approval of Honeywell's Law Department. I will execute any agreement relating to the protection of Honeywell's Confidential Information or such information of any third party whose intellectual property Honeywell is under a legal obligation to protect if Honeywell requests that I do so. I will not engage without the prior written consent of Honeywell's Law Department, either during the period of time I am employed by Honeywell or for a period of two (2) years following my Termination of Employment for any reason, in any activity or employment in the faithful performance of which it could be reasonably anticipated that I would use or disclose Honeywell's Confidential Information. All documents and tangible things embodying or containing Honeywell's Confidential Information are Honeywell's exclusive property. I have access to them solely for performing the duties of my employment by Honeywell. I will protect the confidentiality of their content and comply with all security policies and procedures, which may, from time to time, be established by Honeywell. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of Honeywell's Confidential Information in my possession, custody or control to Honeywell before leaving the employment of Honeywell.

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to Honeywell, but that I do not have the right to use, practice or disclose Honeywell's Confidential Information for my own benefit or for the benefit of any third party.

I understand that I may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed

in a lawsuit or other proceeding, if such filing is made under seal and I do not disclose the trade secret except pursuant to a court order.

I acknowledge that I have been hereby provided notice that federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where: (a) the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. **I understand that in the event it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, I will be subject to substantial damages, including punitive damages and attorneys' fees.**

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter any employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling.

7. **Confidential Information from Previous Employment.** I certify that I have not, and will not, disclose or use during my employment by Honeywell, any confidential information or trade secrets that I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by Honeywell. I understand that Honeywell has no interest in, and will not accept disclosure by me of, any trade secrets or confidential information that belongs to a third party. If I am ever placed in a position where I will be required or am given an assignment that will require me to use, directly or indirectly, any trade secrets or confidential information of any person, previous employer or any third party, I will promptly inform Honeywell's Law Department and my supervisor before I undertake any activity that would involve the use or disclosure of such information or present the appearance to any such third party that I may have used or disclosed such information. If I fail to do so, Honeywell may elect not to indemnify me in the event of litigation and may take such other actions, as it deems appropriate, up to and including termination of my employment.
8. **Prior Restrictive Obligation.** On Schedule B, which is an integral part of this Agreement, I have completely identified all prior obligations (written and oral) that restrict my ability to perform the duties of my employment by Honeywell, including all confidentiality agreements and covenants restricting future employment.
9. **Nonsolicitation of Honeywell Employees.** I acknowledge that Honeywell has invested, and will continue to invest, significant time and money to recruit and retain its employees. Therefore, recognizing that I owe Honeywell an undivided duty of loyalty and that in the course of my employment I have obtained valuable information about Honeywell employees, their respective talents and areas of expertise, I agree that, during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, (i) solicit (or assist another in soliciting) for employment or for the performance of services, (ii) offer or cause to be offered employment or other service engagement, or (iii) participate in any manner in the employment or hiring for services of any current or former Honeywell employee with whom I had contact or of whom I became aware in my last two (2) years of Honeywell employment, unless it has been more than 12 months since that individual left Honeywell. Nor will I, for my own account or for others, in any way induce or attempt to induce such individual to leave the employment of Honeywell.
10. **Nonsolicitation of Honeywell Customers, Suppliers, Business Partners and Vendors.** I acknowledge that Honeywell has invested and will continue to invest significant time and money to develop valuable, continuing relationships with existing and prospective clients and customers of

Honeywell. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell customers, suppliers, business partners, and/or vendors, and their requirements, I agree that during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact, or of whom I became aware while employed by Honeywell during the two (2) year period prior to my Termination of Employment, or (ii) any prospective clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact and with whom Honeywell took significant steps to do business during the two (2) year period prior to my Termination of Employment, for the purpose of inducing such existing or prospective clients, customers, suppliers, business partners, and/or vendors to cease doing business or reduce their business with Honeywell or to purchase, lease or utilize products or services that are competitive with, similar to, or that may be used as substitutes for any products or services offered by Honeywell.

11. **Notice to Future Employers.** For the period of two (2) years immediately following the end of my employment by Honeywell, I will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.
12. **Copyright.** As to all works prepared by me that are: (i) within the scope of my employment, or (ii) based upon information I acquired from Honeywell that is not normally made available to the public, or (iii) commissioned by Honeywell, but not within my scope of employment, I hereby agree to:
 - (a) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;
 - (b) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and
 - (c) Waive any claim of Moral Rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow Honeywell to use, for any lawful purpose, any voice reproduction, photograph, or other digital or video likeness of me made in the course of my employment, including my name, likeness and/or any other indicia of my persona in connection with the foregoing materials.

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this Agreement prior to accepting employment, continued employment or other consideration as recited herein and that execution of this Agreement was an express condition of my employment, continued employment or receipt of other consideration recited herein.
14. **Effectiveness of Agreement.** I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection and the most effective and complete assignment of inventions provided by all agreements I have with Honeywell. The terms of this Agreement are to be read consistent with the terms of any other intellectual property, trade secret or confidentiality agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be read in concert and construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. This Agreement shall be deemed effective as of the first day of my employment by Honeywell and shall continue throughout the entire period of time I am employed by Honeywell and my obligations will continue after, and survive, the end of my employment by Honeywell.

15. **Identity of Future Employer.** Upon termination of my employment for any reason, if reasonably requested by Honeywell, I will advise Honeywell of the name and address of my intended future employer.
16. **Remedies.** I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of the Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer that may also include but not be limited to contract damages, lost profits and punitive damages.
17. **Successors; Binding Agreement.** This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns. Only a written amendment executed by both Honeywell and me can modify this Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law.
19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect.
20. **Definitions**
- (a) "Confidential Information" means any information of a confidential or secret nature that (a) relates to the business of Honeywell or to the business of any parent, subsidiary, affiliate, customer, or vendor of Honeywell, or any other party with whom Honeywell agrees to hold information of such party in confidence; (b) is not generally known to the public or to other persons in the industry; and (c) Honeywell has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. Confidential Information covered by this Agreement means (i) trade secrets; (ii) proprietary information that does not rise to the level of a statutorily protectable trade secret that is made the property of Honeywell through positive operation of law in the form of this mutual agreement of the parties; or (iii) information that is otherwise legally protectable. Such Confidential Information includes, but is not limited to, assigned inventions, knowledge, data, information, know-how, non-public intellectual property rights, including unpublished or pending patent applications and all related patent rights, techniques, formulae, processes, discoveries, improvements, ideas, conceptions, compilations of data, and developments, whether or not patentable and whether or not copyrightable. By way of example, Confidential Information includes: information that is not generally known in the industries in which Honeywell is engaged, which may be disclosed to me or that I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and that includes, without limitation, any information, whether patentable, patented or not, relating to, without limitation, existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, research databases, development, manufacture, purchasing, engineering, know-how, business plans, marketing plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, the identities and competencies of Honeywell's employees, financial information, operating and cost data, or supplier information, which is owned or licensed by

Honeywell or held by Honeywell in confidence. The foregoing are only examples of Confidential Information.

- (b) "Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business Charlotte, Mecklenburg County, North Carolina), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of stock, merger or otherwise.
- (c) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works – and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes a trade secret or information protectable by patents or copyright.
- (d) "Make" or "Made" when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.
- (e) "Moral Rights" mean any rights to claim authorship of or credit on an assigned Invention, to object to or prevent the modification or destruction of any assigned Inventions or pre-employment Inventions licensed to Honeywell, or to withdraw from circulation or control the publication or distribution of any assigned Inventions or pre-employment Inventions licensed to Honeywell, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."
- (f) "Solicit" or "soliciting" includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not).
- (g) "Termination of Employment" shall be defined as any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

21. Headings Descriptive. The headings of the several paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

/s/ Michael Madsen
MICHAEL MADSEN (E035212)

Date Sept. 13, 2019

SCHEDULE A

HAVE YOU MADE ANY INVENTIONS BEFORE THE TERM OF YOUR EMPLOYMENT WITH HONEYWELL, IN WHICH YOU HAVE AN OWNERSHIP INTEREST AND THAT ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS?

(If there are none, please enter the word "NONE")

NOTE: Please describe each such Invention without disclosing trade secrets or confidential information.

none

[Attach additional sheets if more space is needed.]

SCHEDULE B

DO YOU HAVE ANY PRIOR OBLIGATIONS (WRITTEN OR ORAL) THAT WOULD RESTRICT YOUR ABILITY TO PERFORM THE DUTIES OF YOUR EMPLOYMENT WITH HONEYWELL?

(If there are none, please enter the word "NONE")

NOTE: Please give date of, and parties to, obligations and the nature and substance of the restriction.

none

[Attach additional sheets if more space is needed.]

EID:

Document Category: Hiring

Document Type: Intellectual Property (IP) Agreements

*For Employee File Management Purpose Only



February 21, 2019

Que Thanh Dallara
715 Peachtree Street NE
Atlanta, Georgia 30308

Re: *Offer Letter*

Dear Que:

I am pleased to confirm your promotion to President and Chief Executive Officer, Honeywell Connected Enterprise, based in Atlanta, Georgia, reporting directly to Darius Adamczyk. The effective date of your promotion was October 1, 2018 ("Effective Date"). In this position, you became an Executive Officer of Honeywell.

In connection with your new role, you will be entitled to the following compensation and benefits package:

COMPENSATION

Base Salary: Your annual base salary will remain \$550,000 through March 31, 2019. As of April 1, 2019, your base salary shall be increased to \$650,000. Base salary reviews occur annually and any adjustments are generally at the end of the first quarter of the calendar year. Adjustments are based on your performance and other relevant factors. You will next be eligible for a base salary review in March of 2020.

Annual Incentive Compensation: As of February 7, 2019, your target incentive compensation opportunity will be 100% of your annual cash base salary earnings during the year. For 2019, your incentive compensation award will be prorated based on the number of days your target incentive was 80%, and the number of days your target incentive will be 100%. Incentive compensation awards are paid in the first quarter of the following year.

Annual Long-Term Incentive Awards: Beginning in 2019, you will be eligible for annual long-term incentive ("LTI") awards with a target value of 413% of your base salary. The actual size and mix of those LTI awards shall be determined by the Management Development and Compensation Committee ("MDCC") of the Company's Board of Directors based on your performance and future career potential with Honeywell. The terms of all LTI awards are governed by the terms of the applicable stock plan and the relevant award agreements. Moreover, Honeywell and the MDCC reserve the right to modify the design or mix of the LTI award program in the future.

OTHER EXECUTIVE BENEFITS

You will also be entitled to the following Executive Benefits:

- *Excess Liability Insurance*: Honeywell will pay the annual premium for an Excess Liability Insurance policy that provides \$10,000,000 of personal umbrella coverage per occurrence.
- *Executive Severance*: The Honeywell International Inc. Severance Plan for Designated Officers currently provides for 18 months of base salary continuation and target bonus if your employment is involuntary terminated for a reason other than Cause (as defined in the severance plan document in effect when you terminate employment). You will be required to execute a release of claims against Honeywell and its affiliates and related parties and you may be required to agree to certain non-solicitation, non-disclosure and non-competition covenants as a condition of receiving executive severance benefits. For additional information, please consult the actual plan document.

STOCK OWNERSHIP GUIDELINES FOR HONEYWELL OFFICERS

As an Executive Officer of the Corporation, you will be required to hold Honeywell shares in accordance with the Corporation's Stock Ownership Guidelines, as amended from time to time. A copy of the Stock Ownership Guidelines will be separately provided to you.

INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENTS

As a condition of this employment offer, you are required to execute, in the form attached hereto, (i) Honeywell's "Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information" ("IP Agreement"), and (ii) the "Honeywell International Inc. Noncompete Agreement for Senior Executives" ("Noncompete Agreement"), both of which are attached hereto.

ACCEPTANCE OF OFFER

Please indicate your acknowledgement of the terms of this offer letter by electronically signing it, as well as the IP Agreement and Noncompete Agreement via DocuSign.

Honeywell has a long and distinguished history. But, more importantly, we are a company with a terrific future and a great place to work. Our performance culture drives growth for us and competitive advantage for our customers. We hire the best people; give them every possible opportunity to learn, grow, and develop; and reward them for their contributions. We offer career paths that span product lines, job types, businesses, and countries.

Que, we look forward to working with you in your expanded role. Your experience and background is an asset to our Company.

If you have any questions or need any further information about our offer, please contact me directly.

Congratulations,

/s/ Mark R. James

Mark R. James
Senior Vice President
Human Resources, Procurement and Communications

Read and Accepted:

/s/ Que Thanh Dallara

QUE THANH DALLARA (H224899)

Date 22 – Feb - 2019

All businesses experience changing conditions. Accordingly, we reserve the right to change work assignments, reporting relationships and staffing levels to meet business needs, and your employment with Honeywell will be on an "at will" basis. This means that there is no guarantee of employment for any specific period, and either you or Honeywell may terminate your employment at any time.

The descriptions of benefits and perquisites described in this offer letter are for general information purposes only and are not intended to modify any plan document, summary plan description ("SPD") or prospectus. For a complete description of any benefit or perquisite, you may request a copy of the applicable plan document, SPD or prospectus. The Company reserves the right to modify, amend or terminate any benefit plan or perquisite in its sole and absolute discretion.

EID:

Document Category: Hiring

Document Type: Offer Letter

*For Employee File Management Purpose Only

**HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT FOR SENIOR EXECUTIVES**

In consideration of my transfer, promotion, or hire into my role as a Senior Executive of the company, my employment, continued employment, compensation and the equipment, materials, facilities and the Trade Secrets, Proprietary and Confidential Information supplied to me, I agree to the following:

1. Noncompetition. I acknowledge that in the course of my employment with or provision of services to Honeywell, I have and will become familiar with Trade Secrets, Proprietary and Confidential Information concerning Honeywell, its businesses and employees, including but not limited to, Honeywell's business methods, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, customer lists and data, and personnel information. I understand and agree that as part of my continued employment with Honeywell, I will continue to have access to and receive Trade Secrets, Proprietary and Confidential Information concerning Honeywell. I further acknowledge that Honeywell operates in a very competitive business environment and my services are and will be of special, unique and extraordinary value to Honeywell. I further acknowledge that I have been given and will continue to be given access to, and develop relationships with, customers of Honeywell at the time and expense of Honeywell and have and will continue to receive training, experience and expertise from Honeywell that make my services of special, unique and extraordinary value to Honeywell. I further acknowledge and agree that I will not, directly or indirectly, at any time during or after my employment with Honeywell, except in the course of performing my duties at Honeywell, disclose, disseminate, make available or use Honeywell's Trade Secrets, Proprietary and Confidential Information.

I agree that, during my employment and for a period of two (2) years following my Termination of Employment with Honeywell for any reason, I will not become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business (as defined below). This restriction shall apply to any Competing Business that conducts business in the same or substantially similar geographic area in which any Honeywell business, for which I was employed or performed services in a job covered by this Program during the Look Back Period, conducts business or plans to conduct business as of my Termination of Employment. I acknowledge (i) that Honeywell's business is conducted throughout the United States and around the world, (ii) notwithstanding the state of incorporation or principal office of Honeywell, it is expected that Honeywell will have business activities and have valuable business relationships within its industry throughout the United States and around the world, and (iii) as part of my responsibilities, I may be conducting business throughout the United States and around the world in furtherance of Honeywell's business and its relationships.

A "Competing Business" shall mean any business, person, entity or group of business entities, regardless of whether organized as a corporation, partnership (general or limited), joint

venture, association or other organization, that (i) conducts or is planning to conduct a business similar to and/or in competition with any business conducted or planned by any Honeywell business for which I (A) was employed or performed services in a job covered by this Program, or (B) had knowledge of operations over the Look Back Period, or (ii) designs, develops, produces, offers for sale or sells a product or service that can be used as a substitute for, or is generally intended to satisfy the same customer needs for, any one or more products or services designed, developed, manufactured, produced or offered for sale or sold by any Honeywell business for which I (X) was employed or performed services in a job covered by this Program, or (Y) had knowledge of operations during the Look Back Period. I acknowledge that I will be deemed to have knowledge of a business if I received, was in possession of or otherwise had access to Trade Secrets, Proprietary and Confidential Information regarding such business. For purposes of illustration only, I acknowledge and understand that each of the corporations or entities (and any related entities, subsidiaries, affiliates or successors) set forth on the Addendum attached hereto is a Competing Business as of the date hereof. I further acknowledge and agree that the Addendum attached hereto is not an exhaustive list and is not intended to include all of Honeywell's current or future competitors, which I acknowledge may include other persons or entities in the future. I further acknowledge and understand that if I have any questions about whether any prior Honeywell position which I have held over the last two years is subject to this Program and shall be used to identify Competing Businesses, I should contact my Human Resource representative.

Honeywell recognizes that some businesses, persons, entities, or group of businesses that are Competing Businesses as defined above may also have lines of business or parts of their business that do not compete with Honeywell as defined above, and the restrictions contained herein are not intended to include such lines of business or parts of their businesses. I understand and agree that if I intend to become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business as defined above, it is presumed that the restriction contained herein applies. I further understand and agree that if I do not believe the restriction contained herein should apply, I must demonstrate to Honeywell that I will only be employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a line of business in, or part of, a Competing Business that does not compete with Honeywell as defined above.

2. Reasonableness of Restrictions and Validity. I agree that the terms of this Agreement are reasonable and do not impose a greater restraint than necessary to protect Honeywell's legitimate protectable business interests, including the protection of its Trade Secrets, Proprietary and Confidential Information. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be overbroad, invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect. I also agree that the parties shall request that a court of competent jurisdiction not invalidate or ignore the terms of this Agreement, but instead honor this provision by reforming or modifying any overbroad or otherwise invalid terms to the extent necessary to render the terms valid and enforceable and then enforcing the Agreement as so reformed or modified.

3. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. I acknowledge and

agree Honeywell may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement, and that money damages would not be an adequate remedy for any breach of the provisions of this Agreement. I acknowledge and agree that a violation of this Agreement would cause irreparable harm to Honeywell, and I covenant that I will not assert in any proceeding that a violation or further violation of this Agreement: (i) will not result in irreparable harm to Honeywell; or (ii) could be remedied adequately at law. Honeywell's right to injunctive relief shall be cumulative and in addition to any other remedies available at law or equity. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of this Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my new employer, which may also include, but not be limited to, contract damages, lost profits and punitive damages.

4. Harm and Injunctive Relief and Permitted Disclosures. I agree and acknowledge that the restrictions contained in this Agreement do not preclude me from earning a livelihood, nor do they unreasonably impose limitations on my ability to earn a living. I further agree and acknowledge that the potential harm to Honeywell of the non-enforcement of this Agreement outweighs any potential harm to me from its enforcement by injunction or otherwise. I acknowledge that I have carefully read this Agreement and have given careful consideration to the restraints imposed upon me by this Agreement, and am in full accord as to their necessity for the reasonable and proper protection of Honeywell's legitimate protectable business interests, including the protection of its Trade Secrets, Proprietary and Confidential Information. I agree and acknowledge that I have been provided adequate and reasonable consideration in exchange for the obligations under this Agreement, including employment or continued employment by Honeywell, goodwill, access or continued access to Honeywell's Trade Secrets, Proprietary and Confidential Information, access or continued access to customers, and additional good and valuable consideration. I expressly acknowledge and agree that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical scope.

I understand that I may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and I do not disclose the trade secret except pursuant to a court order.

5. Binding Agreement, Amendment, Successors. I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing employment or other agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection provided by all agreements I have with Honeywell. The terms of the restriction in Paragraph 1 and the other terms in this Agreement are to be read consistent with the terms of any other noncompete or other agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. No waiver of this Agreement will be effective unless it is in writing and signed by Honeywell International's Senior Vice President for Human Resources and Communications or his/her designee. This Agreement may not be superseded or amended by any other agreement between myself and Honeywell unless such agreement specifically and expressly states that it is intended to supersede this Agreement and is executed by Honeywell International's Senior Vice President for

Human Resources and Communications or his/her designee. This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns.

6. Acknowledgement of Receipt. I acknowledge that I received a copy of this Agreement prior to accepting my transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire.

7. Effectiveness of Agreement. This Agreement becomes effective when I sign it, the obligations under it continue throughout the entire period of time I am employed by Honeywell, without regard to the business within Honeywell with which I am associated and these obligations will continue after, and survive, the end of my employment with Honeywell.

8. Notice to Future Employers. For the period of two (2) years immediately following the end of my employment with Honeywell, I will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of law. I hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of New Jersey, Morris County, for the resolution of all disputes arising under, or relating to, this Agreement.

10. Additional Definitions.

“Honeywell” collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business at Tabor Road, Morris Plains, Morris County, New Jersey), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

“Look Back Period” means the two (2) year period ending on the date of my Termination of Employment.

“Program” refers to the noncompete initiative implemented by Honeywell requiring that employees occupying certain Executive Level and Officer positions (Senior Executives) execute this noncompete Agreement.

“Trade Secrets, Proprietary and Confidential Information” means information which is not generally known in the industry in which Honeywell International is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, personnel information, customer lists or data, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell International or held by Honeywell International in confidence.

“Termination of Employment” means any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

11. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

I have carefully read this Agreement. I understand and accept its terms. I understand and agree that I will continue to be bound by the provisions of this Agreement after my employment with Honeywell has ended.

/s/ Que Thanh Dallara

QUE THANH DALLARA (H224899)

Date 22-Feb-2019

**ADDENDUM TO
HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT FOR SENIOR EXECUTIVES**

**QUE THANH DALLARA
EMPLOYED AS
PRESIDENT & CHIEF EXECUTIVE OFFICER
HONEYWELL CONNECTED ENTERPRISE**

Pursuant to Paragraph 1 of your Honeywell International Noncompete Agreement for Senior Executives (“Noncompete Agreement”), this Addendum contains a list, for illustration purposes only, of specific competitors that are considered a “Competing Business,” as that term is used in your Noncompete Agreement, and are therefore covered by the restrictions contained in Paragraph 1 of your Noncompete Agreement. This list is not an exhaustive list and is not intended to include all of Honeywell’s, or your specific business’ or unit’s, current or future competitors, which you acknowledge in Paragraph 1 of your Noncompete Agreement may include other persons or entities now or in the future.

Based on your current role and responsibilities with Honeywell Connected Enterprise as its President & Chief Executive Officer, the following companies are considered key competitors and therefore fall within the definition of a Competing Business, as that term is used in your Noncompete Agreement:

General Electric, Siemens, Google, Amazon, Microsoft, AT&T, Dell, BOSCH, Cisco, Hitachi, Intel, Oracle, Emerson, Invensys, Johnson Controls, Schneider Electric, United Technologies

As previously noted, this is not an exhaustive list and there may be other current and future persons or entities that would meet the definition of a Competing Business, as set forth in your Noncompete Agreement. In addition, pursuant to Paragraph 1 of your Noncompete Agreement, please note that the term Competing Business, as defined in your Noncompete Agreement, will include competitors of any Honeywell business in which you have worked in a job subject to the Program (as defined in your Noncompete Agreement) during the Look Back Period (as defined in your Noncompete Agreement). Accordingly, if you worked in multiple Honeywell businesses in covered positions during your tenure, it is very likely that the list of Competing Businesses subject to restriction under the terms of your Noncompete Agreement will be broader than the above illustrative list. If you have questions about whether any prior Honeywell position which you have held during the Look Back Period subjects you to similar restrictions, and will be used to identify Competing Business(es), you should contact your Human Resource representative.

HONEYWELL INTERNATIONAL INC.
Employee Agreement Relating to Trade Secrets,
Proprietary and Confidential Information

In consideration of my employment, continued employment, compensation, eligibility for any future discretionary raises or merit increases, eligibility for any future bonuses, awards or payments under any Honeywell incentive compensation or equity programs or plans and the equipment, materials, facilities and Honeywell "Trade Secrets, Proprietary and Confidential Information" (as hereinafter defined) supplied to me, I understand and agree that:

1. **Records of Inventions.** I will keep complete and current written records of all Inventions I Make during the period of time I am employed by Honeywell and promptly disclose all such Inventions in writing to Honeywell for the purpose of adequately determining Honeywell's rights in each such Invention. I will supplement any such disclosures to the extent Honeywell may request that I do so. If I have any doubt as to whether or not to disclose an Invention to Honeywell, I will disclose it.
2. **Disclosure of Inventions after Termination.** I will promptly and completely disclose in writing to Honeywell's Law Department all Inventions which I Make during the one year immediately following the end of my employment by Honeywell which relate either to my work assignment at Honeywell or to Honeywell's Trade Secrets, Proprietary and Confidential Information for the purpose of determining Honeywell's rights in each such Invention before filing any application for patents on such Inventions. I will not file any patent application relating to any such Invention without the prior written consent of Honeywell's Law Department. If I do not prove that I Made the Invention entirely after leaving Honeywell's employment, the Invention is presumed to have been Made during the period of time I was employed by Honeywell. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting Honeywell's interests in Honeywell's Trade Secrets, Proprietary and Confidential Information and in Inventions to which it is rightfully entitled.
3. **Ownership of Inventions.** Each and every Invention I Make during the period of time I am employed by Honeywell (a) which relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) which results from any work I perform for Honeywell is the sole and exclusive property of Honeywell, and I agree to assign and hereby assign my entire right, title and interest in each such Invention to Honeywell. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell Trade Secrets, Proprietary or Confidential Information was used and which was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell's Law Department in writing.
4. **Cooperation with Honeywell.** I will assist and fully cooperate with Honeywell in obtaining, maintaining, and asserting the fullest measure of legal protection, which Honeywell elects to obtain, maintain or assert for Inventions in which it has a property right. I will also assist and fully cooperate with Honeywell in defending Honeywell against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, Honeywell. I will execute any lawful document Honeywell requests me to execute relating to obtaining, maintaining, or asserting legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that Honeywell is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, for any other reason whatsoever, I hereby irrevocably designate and appoint Honeywell and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me.

5. **Pre-employment Inventions.** On Schedule A, which is an integral part of this agreement, I have completely identified (without disclosing any trade secret, proprietary or other confidential information) every Invention I Made before my employment by Honeywell in which I have an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time I sign this agreement. If I become aware of any projected or actual use of any such Invention by Honeywell, I will promptly notify Honeywell in writing of said use. Except as to the Inventions listed on Schedule A or those which are the subject matter of an issued patent or a printed publication at the time I sign this agreement, I will not assert any rights against Honeywell with respect to any Invention Made before my employment by Honeywell.
6. **Honeywell's Trade Secrets, Proprietary and Confidential Information.** I will never, directly or indirectly, during or after my employment with Honeywell misappropriate, use or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information except in furthering Honeywell's business nor will I disclose or disseminate at any time Honeywell's Trade Secrets, Proprietary and Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Honeywell without the prior written consent of Honeywell's Law Department unless the specific item of Honeywell's Trade Secrets, Proprietary and Confidential Information: (a) is now in, or hereafter, (through no breach of this agreement) becomes general public knowledge, or (b) prior to my disclosure, dissemination or use, was lawfully acquired by me without any obligation to retain the information in confidence. In this connection, I will not publish any of Honeywell's Trade Secrets, Proprietary and Confidential Information for dissemination outside Honeywell or file any patent application relating to any Invention I Make during the period of time I am employed by Honeywell without the prior written approval of Honeywell's Law Department. I will execute any agreement relating to the protection of Honeywell's Trade Secrets, Proprietary and Confidential Information or such information of any third party whose intellectual property Honeywell is under a legal obligation to protect if Honeywell requests that I do so. I will not engage without the prior written consent of Honeywell's Law Department, either during the period of time I am employed by Honeywell or for a period of two years following my Termination of Employment for any reason, in any activity or employment in the faithful performance of which it could be reasonably anticipated that I would use or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information. All documents and tangible things embodying or containing Honeywell's Trade Secrets, Proprietary and Confidential Information are Honeywell's exclusive property. I have access to them solely for performing the duties of my employment by Honeywell. I will protect the confidentiality of their content and comply with all security policies and procedures, which may, from time to time, be established by Honeywell. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of Honeywell's Trade Secrets, Proprietary and Confidential Information in my possession, custody or control to Honeywell before leaving the employment of Honeywell.

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to Honeywell, but that I do not have the right to use, practice or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information for my own benefit or for the benefit of any third party.

I understand that I may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and I do not disclose the trade secret except pursuant to a court order.

7. **Trade Secrets, Proprietary or Confidential Information from Previous Employment.** I certify that I have not, and will not, disclose or use during my employment by Honeywell, any trade secrets, proprietary or confidential information which I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by Honeywell. I understand that Honeywell has no interest in and will not accept disclosure by me of any trade secrets, proprietary or confidential information, which belongs to a third party. If I am ever placed in a position where I will be required or am given an assignment that will require me to use, directly or indirectly, any trade secrets, proprietary or confidential information of any person, previous employer or any third party, I

will promptly inform Honeywell's Law Department and my supervisor before I undertake any activity that would involve the use or disclosure of such information or present the appearance to any such third party that I have used or disclosed such information. If I fail to do so, Honeywell may elect not to indemnify me in the event of litigation and may take such other actions, as it deems appropriate, up to and including termination of my employment.

8. **Prior Restrictive Obligation.** On Schedule B, which is an integral part of this agreement, I have completely identified all prior obligations (written and oral), which restrict my ability to perform the duties of my employment by Honeywell, including all confidentiality agreements and covenants restricting future employment.
9. **Nonsolicitation of Honeywell Employees.** I acknowledge that Honeywell has invested, and will continue to invest, significant time and money to recruit and retain its employees. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell employees, their respective talents and areas of expertise, I agree that, during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, (i) solicit (or assist another in soliciting) for employment or for the performance of services, (ii) offer or cause to be offered employment or other service engagement, or (iii) participate in any manner in the employment or hiring for services of any current or former Honeywell employee with whom I had contact or of whom I became aware in my last two years of Honeywell employment, unless it has been more than 12 months since that individual left Honeywell. Nor will I, for my own account or for others, in any way induce or attempt to induce such individual to leave the employment of Honeywell.
10. **Nonsolicitation of Honeywell Customers, Suppliers, Business Partners and Vendors.** I acknowledge that Honeywell has invested and will continue to invest significant time and money to develop valuable, continuing relationships with existing and prospective clients and customers of Honeywell. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell customers, suppliers, business partners, and/or vendors, and their requirements, I agree that during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact, or of whom I became aware while employed by Honeywell during the two-year period prior to my Termination of Employment, or (ii) any prospective clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact and with whom Honeywell took significant steps to do business during the two-year period prior to my Termination of Employment, for the purpose of inducing such existing or prospective clients, customers, suppliers, business partners, and/or vendors to cease doing business or reduce their business with Honeywell or to purchase, lease or utilize products or services that are competitive with, similar to, or that may be used as substitutes for any products or services offered by Honeywell.
11. **Notice to Future Employers.** For the period of two (2) years immediately following the end of my employment by Honeywell, I will inform each new employer, prior to accepting employment, of the existence of this agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this agreement and to provide any future employers with a copy of it.
12. **Copyright.** As to all works prepared by me which are: (i) within the scope of my employment, or (ii) based upon information I acquired from Honeywell which is not normally made available to the public, or (iii) commissioned by Honeywell, but not within my scope of employment, I hereby agree to:
 - (a) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;
 - (b) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and

(c) Waive any claim of moral rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow Honeywell to use, for any lawful purpose, any voice reproduction, photograph, or other video likeness of me made in the course of my employment.

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this agreement prior to accepting employment, continued employment or other consideration as recited herein and that execution of this agreement was an express condition of my employment, continued employment or receipt of other consideration recited herein.
 14. **Effectiveness of Agreement.** I acknowledge that the provisions of this agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing agreement with Honeywell. This agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection and the most effective and complete assignment of inventions provided by all agreements I have with Honeywell. The terms of this agreement are to be read consistent with the terms of any other intellectual property, trade secret or confidentiality agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be read in concert and construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. This agreement shall be deemed effective as of the first day of my employment by Honeywell and shall continue throughout the entire period of time I am employed by Honeywell and my obligations will continue after, and survive, the end of my employment by Honeywell.
 15. **Identity of Future Employer.** Upon termination of my employment for any reason, if reasonably requested by Honeywell, I shall advise Honeywell of the name and address of my intended future employer.
 16. **Remedies.** I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of the agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer which may also include but not be limited to contract damages, lost profits and punitive damages.
 17. **Successors; Binding Agreement.** This agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns. Only a written amendment executed by both Honeywell and me can modify this agreement.
 18. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of law.
 19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this agreement shall remain in full force and effect.
20. **Definitions**

- (a) "Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business at Tabor Road, Morris Plains, Morris County, New Jersey), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of stock, merger or otherwise.
- (b) "Trade Secrets, Proprietary and Confidential Information" means information which is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.
- (c) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes trade secret or other confidential information.
- (d) "Make" or "Made" when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.
- (e) "Termination of Employment" shall be defined as any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.
- (f) "Solicit" or "soliciting" includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not).

21. **Headings Descriptive.** The headings of the several paragraphs of this agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this agreement.

/s/ Que Thanh Dallara

QUE THANH DALLARA (H224899)

Date 22-Feb-2019

SCHEDULE A

HAVE YOU MADE ANY INVENTIONS BEFORE THE TERM OF YOUR EMPLOYMENT WITH HONEYWELL, IN WHICH YOU HAVE AN OWNERSHIP INTEREST AND WHICH ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS?

(If there are none, please enter the word "NONE")

NOTE: Please describe each such Invention without disclosing trade secrets, proprietary or confidential information.

NONE

[Attach additional sheets if more space is needed.]

SCHEDULE B

DO YOU HAVE ANY PRIOR OBLIGATIONS (WRITTEN OR ORAL) WHICH WOULD RESTRICT YOUR ABILITY TO PERFORM THE DUTIES OF YOUR EMPLOYMENT WITH HONEYWELL?

(If there are none, please enter the word "NONE")

NOTE: Please give date of, and parties to, obligations and the nature and substance of the restriction.

NONE

[Attach additional sheets if more space is needed.]

**HONEYWELL INTERNATIONAL INC.
SUBSIDIARIES OF THE REGISTRANT**

Name	Country or State of Incorporation	Percent Ownership
AlliedSignal Aerospace Service LLC	Delaware	100 %
BW Technologies Partnership	Canada	100 %
BWXT Pantex, LLC	United States	41 %
COM DEV Ltd.	Canada	100 %
ConverDyn	Delaware	50 %
Elster American Meter Company, LLC	Delaware	100 %
Elster GmbH	Germany	100 %
Elster Group GmbH	Germany	100 %
Elster s.r.o.	Slovakia	100 %
Elster Solutions, LLC	Delaware	100 %
EMS Technologies Canada, Ltd.	Canada	100 %
Grimes Aerospace Company	Delaware	100 %
Hand Held Products, Inc.	Delaware	100 %
Honeywell (China) Co., Ltd.	China	100 %
Honeywell Aerospace Avionics Malaysia Sdn Bhd	Malaysia	100 %
Honeywell Aerospace de México, S. de R.L. de C.V.	Mexico	100 %
Honeywell Aerospace De Puerto Rico, Inc.	Puerto Rico	100 %
Honeywell Aerospace UK	United Kingdom	100 %
Honeywell Aircraft Leasing LLC	Delaware	100 %
Honeywell Analytics Asia Pacific Co Ltd	Korea	100 %
Honeywell Automation Control Solutions (China) Co Ltd	China	100 %
Honeywell Automation India Limited	India	75 %
Honeywell Avionics (Shanghai) Co., Ltd.	China	100 %
Honeywell Co., Ltd.	Korea	100 %
Honeywell Control Systems Limited	United Kingdom	100 %
Honeywell Deutschland Holding GmbH	Germany	100 %
Honeywell Electronic Chemicals LLC	Delaware	100 %
Honeywell Electronic Materials (Thailand) Co., Ltd.	Thailand	100 %
Honeywell Electronic Materials Manufacturing, LLC	Washington	100 %
Honeywell Energy Services Inc.	Delaware	100 %
Honeywell Europe NV	Belgium	100 %
Honeywell Federal Manufacturing & Technologies, LLC	Delaware	100 %
Honeywell Finance Ontario LP	Canada	100 %
Honeywell Fluorine Products Europe B.V.	Netherlands	100 %
Honeywell Holdings International Inc.	Delaware	100 %
Honeywell International (India) Private Limited	India	100 %
Honeywell International Sàrl	Switzerland	100 %
Honeywell International Sdn. Bhd.	Malaysia	100 %
Honeywell International UK Limited	United Kingdom	100 %
Honeywell Japan Ltd.	Japan	100 %
Honeywell Limited	Australia	100 %
Honeywell Limited / Honeywell Limitée	Canada	100 %

Honeywell NV	Belgium	100 %
Honeywell Performance Materials and Technologies (China) Co Ltd	China	100 %
Honeywell Safety Products USA, Inc.	Delaware	100 %
Honeywell Specialty Chemicals Seelze GmbH	Germany	100 %
Honeywell Technology Solutions Lab Pvt. Ltd.	India	100 %
Honeywell Trading (Shanghai) Co., Ltd.	China	100 %
Honeywell UK Limited	United Kingdom	100 %
Intelligrated Headquarters, LLC	Delaware	100 %
Intelligrated Systems, Inc.	Delaware	100 %
Intelligrated Systems, LLC	Delaware	100 %
Intermec Technologies (S) Pte Ltd	Singapore	100 %
International Turbine Engine Company LLC	Delaware	51 %
KAC Alarm Company Limited	United Kingdom	100 %
Life Safety Distribution GmbH	Switzerland	100 %
Maxon Corporation	Indiana	100 %
Morning Pride Manufacturing L.L.C.	Delaware	100 %
Novar ED&S Limited	United Kingdom	100 %
Novar GmbH	Germany	100 %
Novar Systems Limited	United Kingdom	100 %
Salisbury Electrical Safety L.L.C.	Delaware	100 %
Sperian Protection SAS	France	100 %
Transnorm System Inc.	Delaware	100 %
Tridium, Inc.	Delaware	100 %
United Sortation Solutions LLC	Maryland	100 %
UOP CH Sarl	Switzerland	100 %
UOP Limited	United Kingdom	100 %
UOP LLC	Delaware	100 %
UOP Process Technology Co., Ltd.	China	100 %
UOP Products LLC	Delaware	100 %
UOP Russell LLC	Delaware	100 %
UOP Services Limited	United Kingdom	100 %
Vocollect, Inc.	Pennsylvania	100 %
Xian System Sensor Electronics Ltd.	China	60 %

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 033-55425, 333-22355, 333-101455 and 333-260437 on Form S-3 and Registration Statement Nos. 033-58347, 333-49280, 333-136083, 333-136086, 333-146932, 333-148995, 333-175260, 333-195331, 333-210889, 333-210899 and 333-228733 on Form S-8 of our report dated February 11, 2022, relating to the consolidated financial statements of Honeywell International Inc. and subsidiaries and the effectiveness of the Honeywell International Inc. and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of Honeywell International Inc. for the year ended December 31, 2021.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina
February 11, 2022

POWER OF ATTORNEY

Each of the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamczyk, Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact and agent for me and in my name, place and stead in any and all capacities,

- (i) to sign the Company's Annual Report on Form 10-K under the Securities Exchange Act of 1934 for the year ended December 31, 2021,
- (ii) to sign any amendment to the Annual Report referred to in (i) above, or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and
- (iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney-in-fact and agent full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

December 10, 2021

/s/ William Ayer
William Ayer

/s/ Duncan Angove
Duncan Angove

/s/ Kevin Burke
Kevin Burke

/s/ D. Scott Davis
D. Scott Davis

/s/ Deborah Flint
Deborah Flint

/s/ Judd Gregg
Judd Gregg

/s/ Grace Lieblein
Grace Lieblein

/s/ George Paz
George Paz

/s/ Robin Washington
Robin Washington

/s/ Rose Lee

Rose Lee Dated: January 19, 2022

POWER OF ATTORNEY

Each of the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamczyk, Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact to sign on my behalf in my capacity as a director of the Company one or more registration statements on Form S-8 or any other appropriate form during fiscal year 2022 and to file the same together with all exhibits thereto, under the Securities Act of 1933, including any amendment or supplement thereto or to any registration statement heretofore filed by the Company on Form S8 or any other appropriate form for the registration of shares of the Company's Common Stock (or participations where appropriate) to be offered pursuant to the Honeywell Savings and Ownership Plan, the Honeywell Puerto Rico Savings and Ownership Plan, the Honeywell Supplemental Savings Plan, the 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., the 2007 Honeywell Global Employee Stock Plan (including any and all sub-plans), the 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates, the 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc., and the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates and any plan which is a successor to such plans or is a validly authorized new plan pursuant to which securities of the Company are issued to employees or non-employee directors.

I hereby grant to each such attorney-in-fact full power and authority to perform every act necessary to be done in connection with the foregoing as fully as I might do in person, hereby ratifying and confirming all that said attorneys-in-fact, or any of them or their substitutes, may lawfully do or cause to be done.

I hereby revoke any or all prior appointments of attorneys-in-fact to sign the above-described documents.

This Power of Attorney may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

December 10, 2021

/s/ William Ayer
William Ayer

/s/ Duncan Angove
Duncan Angove

/s/ Kevin Burke
Kevin Burke

/s/ D. Scott Davis
D. Scott Davis

/s/ Deborah Flint
Deborah Flint

/s/ Judd Gregg
Judd Gregg

/s/ Grace Lieblein
Grace Lieblein

/s/ George Paz
George Paz

/s/ Robin Washington
Robin Washington

/s/ Rose Lee
Rose Lee Dated: January 19, 2022

POWER OF ATTORNEY

Each of the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamczyk, Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact to sign on my behalf in my capacity as a director of the Company one or more registration statements on Form S-3 or S-4 or any other appropriate form during fiscal year 2021, and to file the same together with all exhibits thereto, under the Securities Act of 1933, including any amendment or supplement thereto or to any registration statement heretofore filed by the Company for the registration of sales or resales of:

(i) shares of the Company's common stock, par value, \$1.00 per share, including shares of common stock to be offered under the Dividend Reinvestment and Share Purchase Plan of the Company and any successor or new plan for such purposes;

(ii) shares of the Company's preferred stock, without par value;

(iii) debt securities of the Company, with such terms as may be from time to time specified in such registration statement or any amendment, post-effective amendment or supplement thereto; and

(iv) such other securities of the Company, its subsidiaries, joint ventures or affiliates or any other person or entity, as may be specified in any such registration statement, amendment or supplement thereto, all in accordance with the Securities Act of 1933 and the rules and regulations thereunder.

I hereby grant to each such attorney-in-fact full power and authority to perform every act necessary to be done in connection with the foregoing as fully as I might do in person, hereby ratifying and confirming all that said attorneys-in-fact, or any of them or their substitutes, may lawfully do or cause to be done.

I hereby revoke any or all prior appointments of attorneys-in-fact to the extent that they confer authority to sign the above-described documents.

This Power of Attorney may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

December 10, 2021

/s/ William Ayer
William Ayer

/s/ Duncan Angove
Duncan Angove

/s/ Kevin Burke
Kevin Burke

/s/ D. Scott Davis
D. Scott Davis

/s/ Deborah Flint
Deborah Flint

/s/ Judd Gregg
Judd Gregg

/s/ Grace Lieblein
Grace Lieblein

/s/ George Paz
George Paz

/s/ Robin Washington
Robin Washington

/s/ Rose Lee
Rose Lee Dated: January 19, 2022

POWER OF ATTORNEY

I, Darius Adamczyk, a director and the principal executive officer of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoint Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact and agent for me and in my name, place and stead in any and all capacities,

- (i) to sign the Company's Annual Report on Form 10-K under the Securities Exchange Act of 1934 for the year ended December 31, 2021,
- (ii) to sign any amendment to the Annual Report referred to in (i) above or to any previously filed Annual Report on Form 10-K for any prior fiscal year, and
- (iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all other documents in connection therewith,

granting unto each said attorney-in-fact and agent full power and authority to do and perform every act and thing requisite, necessary or desirable to be done in connection therewith, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

/s/ Darius Adamczyk
Darius Adamczyk

Dated: December 1, 2021

POWER OF ATTORNEY

I, Darius Adamczyk, a director and the principal executive officer of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoint Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact to sign on my behalf in my capacity as a director or as the principal executive officer of the Company one or more registration statements on Form S-8 or any other appropriate form during fiscal year 2022, and to file the same together with all exhibits thereto, under the Securities Act of 1933, including any amendment or supplement thereto or to any registration statement heretofore filed by the Company on Form S8 or any other appropriate form for the registration of shares of the Company's Common Stock (or participations where appropriate) to be offered pursuant to the Honeywell Savings and Ownership Plan, the Honeywell Puerto Rico Savings and Ownership Plan, the Honeywell Supplemental Savings Plan, the 2006 Stock Plan for Non-Employee Directors of Honeywell International Inc., the 2007 Honeywell Global Employee Stock Plan (including any and all sub-plans), the 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates, the 2016 Stock Plan for Non-Employee Directors of Honeywell International Inc., and the 2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates and any plan which is a successor to such plans or is a validly authorized new plan pursuant to which securities of the Company are issued to employees or non-employee directors.

I hereby grant to each such attorney-in-fact full power and authority to perform every act necessary to be done in connection with the foregoing as fully as I might do in person, hereby ratifying and confirming all that said attorneys-in-fact, or any of them or their substitutes, may lawfully do or cause to be done.

I hereby revoke any or all prior appointments of attorneys-in-fact to sign the above-described documents.

/s/ Darius Adamczyk
Darius Adamczyk

Dated: December 1, 2021

POWER OF ATTORNEY

I, Darius Adamczyk, a director and the principal executive officer of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoint Gregory P. Lewis, Anne T. Madden, and Robert D. Mailloux, each with power to act without the other and with power of substitution and resubstitution, as my attorney-in-fact to sign on my behalf in my capacity as a director or as the principal executive officer of the Company one or more registration statements on Form S-3 or S-4 or any other appropriate form during fiscal year 2022, and to file the same together with all exhibits thereto, under the Securities Act of 1933, including any amendment or supplement thereto or to any registration statement heretofore filed by the Company for the registration of sales or resales of:

- (i) shares of the Company's common stock, par value, \$1.00 per share, including shares of common stock to be offered under the Dividend Reinvestment and Share Purchase Plan of the Company and any successor or new plan for such purposes;
- (ii) shares of the Company's preferred stock, without par value;
- (iii) debt securities of the Company, with such terms as may be from time to time specified in such registration statement or any amendment, post-effective amendment or supplement thereto; and
- (iv) such other securities of the Company, its subsidiaries, joint ventures or affiliates or any other person or entity, as may be specified in any such registration statement, amendment or supplement thereto, all in accordance with the Securities Act of 1933 and the rules and regulations thereunder.

I hereby grant to each such attorney-in-fact full power and authority to perform every act necessary to be done in connection with the foregoing as fully as I might do in person, hereby ratifying and confirming all that said attorneys-in-fact, or any of them or their substitutes, may lawfully do or cause to be done.

I hereby revoke any or all prior appointments of attorneys-in-fact to the extent that they confer authority to sign the above-described documents.

/s/ Darius Adamczyk
Darius Adamczyk

Dated: December 1, 2021

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Darius Adamczyk, certify that:

1. I have reviewed this Annual Report on Form 10-K of Honeywell International Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 11, 2022

By:

/s/ Darius Adamczyk
Darius Adamczyk
Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Gregory P. Lewis, certify that:

1. I have reviewed this Annual Report on Form 10-K of Honeywell International Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 11, 2022

By:

/s/ Gregory P. Lewis

Gregory P. Lewis
Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Honeywell International Inc. (the Company) on Form 10-K for the period ending December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Darius Adamczyk, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 11, 2022

By:

/s/ Darius Adamczyk

Darius Adamczyk
Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Honeywell International Inc. (the Company) on Form 10-K for the period ending December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Gregory P. Lewis, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 11, 2022

By:

/s/ Gregory P. Lewis

Gregory P. Lewis

Senior Vice President and Chief Financial Officer

Mine Safety Disclosures

The following disclosures are provided pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K, which require certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934, as amended, that operate mines regulated under the Federal Mine Safety and Health Act of 1977 (the "Mine Safety Act"). One of the subsidiaries of Honeywell International Inc. (the "Company") has placer claims for and operates a surface mine for chabazite ore in Arizona.

During the year ended December 31, 2021, the Company did not receive any of the following: (a) a citation from the U.S. Mine Safety and Health Administration ("MSHA") for a violation of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a coal or other mine safety or health hazard under section 104 of the Mine Safety Act; (b) an order issued under section 104(b) of the Mine Safety Act; (c) a citation or order for unwarrantable failure of the mine operator to comply with mandatory health or safety standards under section 104(d) of the Mine Safety Act; (d) a flagrant violation under section 110(b)(2) of the Mine Safety Act; (e) an imminent danger order under section 107(a) of the Mine Safety Act; or (f) a proposed assessment from the MSHA.

In addition, during the year ended December 31, 2021, the Company had no mining-related fatalities, had no pending legal actions before the Federal Mine Safety and Health Review Commission involving a coal or other mine, and did not receive any written notice from the MSHA involving a pattern of violations, or the potential to have such a pattern, of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of coal or other mine health or safety hazards under section 104(e) of the Mine Safety Act.