

Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 1995

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

AlliedSignal Inc.

(Exact name of registrant as specified in its charter)

Delaware

22-2640650

(State or other jurisdiction of
incorporation or organization)

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

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

07962-2497

(Address of principal executive offices)

(Zip Code)

(201)455-2000

(Registrant's telephone number, including area code)

NOT APPLICABLE

(Former name, former address and former fiscal year,
if changed since last report)

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 X

NO

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class of Common Stock

Outstanding at
September 30, 1995

\$1 par value

282,853,471 shares

AlliedSignal Inc.

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Part I. - Financial Information

Item 1. Condensed Financial Statements:

Consolidated Balance Sheet -
September 30, 1995 and December 31, 1994

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AlliedSignal Inc.
Consolidated Balance Sheet
(Unaudited)

	September 30, 1995	December 31, 1994
	-----	-----
	(Dollars in millions)	
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 545	\$ 508
Accounts and notes receivable - net (Note 2)	1,780	1,697
Inventories - net (Note 3)	1,997	1,743
Other current assets	663	637
	-----	-----
Total current assets	4,985	4,585
Investments and long-term receivables	524	475
Property, plant and equipment	9,408	8,792
Accumulated depreciation and amortization	(4,945)	(4,532)
Cost in excess of net assets of acquired companies - net	1,387	1,349
Other assets	702	652
	-----	-----
Total assets	\$12,061	\$11,321
	=====	=====
LIABILITIES		
Current Liabilities:		
Accounts payable	\$ 1,193	\$ 1,296
Short-term borrowings	91	133
Commercial paper	490	-
Current maturities of long-term debt	182	130
Accrued liabilities	1,674	1,832
	-----	-----
Total current liabilities	3,630	3,391
Long-term debt	1,377	1,424
Deferred income taxes	541	406
Postretirement benefit obligations other than pensions	1,847	1,790
Other liabilities	1,229	1,328
SHAREOWNERS' EQUITY		
Capital - common stock issued	358	358
- additional paid-in capital	2,483	2,458
Common stock held in treasury, at cost	(1,614)	(1,505)
Cumulative translation adjustment	68	18
Unrealized holding gain on equity securities	28	40
Retained earnings	2,114	1,613
	-----	-----
Total shareowners' equity	3,437	2,982
	-----	-----
Total liabilities and shareowners' equity	\$12,061	\$11,321
	=====	=====

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

AlliedSignal Inc.
Consolidated Statement of Income
(Unaudited)

	Three Months Ended September 30		Nine Months Ended September 30	
	1995	1994	1995	1994
	(Dollars in millions except per share amounts)			
Net sales	\$3,499	\$3,110	\$10,548	\$9,283
Cost of goods sold	2,800	2,503	8,449	7,446
Selling, general and administrative expenses	369	325	1,101	985
Total costs and expenses	3,169	2,828	9,550	8,431
Income from operations	330	282	998	852
Equity in income of affiliated companies	38	31	123	91
Other income (expense)	(3)	(3)	(21)	(19)
Interest and other financial charges	(43)	(34)	(130)	(109)
Income before taxes on income	322	276	970	815
Taxes on income	105	87	328	261
Net income	\$ 217	\$ 189	\$ 642	\$ 554
Earnings per share of common stock (Note 4)	\$.77	\$.67	\$ 2.26	\$ 1.95
Cash dividends per share of common stock	\$.195	\$.1675	\$.585	\$.48

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

AlliedSignal Inc.
Consolidated Statement of Cash Flows
(Unaudited)

	Nine Months Ended September 30	
	1995	1994
	(Dollars in millions)	
Cash flows from operating activities:		
Net income	\$ 642	\$ 554
Adjustments to reconcile net income to net cash flows from operating activities:		
Streamlining and restructuring	--	(134)
Depreciation and amortization (includes goodwill)	460	414
Undistributed earnings of equity affiliates	(32)	(9)
Deferred taxes	206	112
(Increase) in accounts and notes receivable	(29)	(154)
Decrease (increase) in inventories	(226)	57
(Increase) in other current assets	(20)	(43)
Increase (decrease) in accounts payable	(154)	37
(Decrease) in accrued liabilities	(177)	(111)
Other	(207)	(131)
	463	592
Cash flows from investing activities:		
Expenditures for property, plant and equipment	(512)	(398)
Proceeds from disposals of property, plant and equipment	26	53
Decrease in other investments	26	15
(Increase) in other investments	(2)	(11)
Decrease in marketable securities	--	86
Cash paid for acquisitions - net	(134)	(67)
Proceeds from sales of businesses	(9)	136
	(605)	(186)
Cash flows from financing activities:		
Net increase(decrease) in commercial paper	490	(144)
Net increase(decrease) in short-term borrowings	(46)	22
Proceeds from issuance of common stock	82	41
Proceeds from issuance of long-term debt	106	2
Payments of long-term debt	(120)	(187)
Repurchases of common stock	(170)	(101)
Cash dividends on common stock	(163)	(134)
Redemption of common stock purchase rights	--	(7)
	179	(508)
Net increase (decrease) in cash and cash equivalents	37	(102)
Cash and cash equivalents at beginning of year	508	892
	\$ 545	\$ 790
	=====	=====

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

AlliedSignal Inc.
Notes to Financial Statements
(Unaudited)
(Dollars in millions)

Note 1. In the opinion of management, the accompanying unaudited consolidated financial statements reflect all adjustments, consisting only of normal adjustments, necessary to present fairly the financial position of AlliedSignal Inc. and its consolidated subsidiaries at September 30, 1995 and the results of operations for the three and nine months ended September 30, 1995 and 1994 and the changes in cash flows for the nine months ended September 30, 1995 and 1994. The results of operations for the three- and nine-month periods ended September 30, 1995 should not necessarily be taken as indicative of the results of operations that may be expected for the entire year 1995.

The financial information as of September 30, 1995 should be read in conjunction with the financial statements contained in the Company's Form 10-K Annual Report for 1994.

Note 2. Accounts and notes receivable consist of the following:

	September 30, 1995	December 31, 1994
	-----	-----
Trade	\$1,568	\$1,526
Other	246	204
	-----	-----
	1,814	1,730
Less-Allowance for doubtful accounts and refunds	(34)	(33)
	-----	-----
	\$1,780	\$1,697
	=====	=====

Note 3. Inventories are valued at the lower of cost or market using the last-in, first-out (LIFO) method for certain qualifying domestic inventories and the first-in, first-out (FIFO) or the average cost method for other inventories.

Inventories consist of the following:

	September 30, 1995	December 31, 1994 (a)
	-----	-----
Raw materials	\$ 645	\$ 488
Work in process	855	761
Finished products	711	711
Supplies and containers	77	70
	-----	-----
	2,288	2,030
Less - Progress payments	(165)	(160)
Reduction to LIFO cost basis	(126)	(127)
	-----	-----
	\$1,997	\$1,743
	=====	=====

(a) Reclassified for comparative purposes.

Note 4. Based on the weighted average number of shares outstanding during each period, as follows: three months ended September 30, 1995, 283,105,329 shares, and 1994, 283,021,071 shares; and nine months ended September 30, 1995, 283,603,226 shares, and 1994, 283,575,248 shares. No dilution results from outstanding common stock equivalents.

Report on Review by Independent Accountants

To the Board of Directors
of AlliedSignal Inc.

We have reviewed the accompanying consolidated balance sheet of AlliedSignal Inc. and its subsidiaries as of September 30, 1995, and the consolidated statements of income for the three-month and nine-month periods ended September 30, 1995 and 1994, and of cash flows for the nine-month periods ended September 30, 1995 and 1994. This financial information is the responsibility of the Company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the financial information referred to above for it to be in conformity with generally accepted accounting principles.

We have previously audited in accordance with generally accepted auditing standards, the consolidated balance sheet as of December 31, 1994, and the related consolidated statements of income, of retained earnings, and of cash flows for the year then ended (not presented herein), and in our report dated February 1, 1995 we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet information as of December 31, 1994, is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

Price Waterhouse LLP
4 Headquarters Plaza North
Morristown, NJ 07962

October 27, 1995

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Results of Operations

Third Quarter 1995 Compared with Third Quarter 1994

Net sales in the third quarter of 1995 totaled \$3.5 billion, an increase of \$389 million, or 13%, compared with the third quarter of last year. Of this increase, \$175 million reflects the consolidation of recent acquisitions, \$120 million was due to higher sales volumes, \$59 million was due to higher prices and \$35 million was the result of favorable foreign exchange rate fluctuations in the automotive segment. Aerospace's sales increased \$194 million, or 18%, engineered materials was \$95 million, or 12% higher and automotive had a \$100 million, or 8% gain.

Aerospace's improved sales reflect the acquisition of the Lycoming turbine engine business in October 1994, increased repair and overhaul services and aftermarket parts sales, and strong demand for propulsion engines and auxiliary power units, equipment systems and safety-related commercial avionics systems, such as windshear detection, ground proximity warning and collision avoidance systems. The increase for equipment systems reflects commercial aftermarket strength. Engineered materials' sales of fibers, particularly products of the nylon system and industrial polyester, laminate systems, performance materials and engineering plastics were significantly higher. Among the stronger performing products in performance materials were specialty chemicals, low-molecular weight polyethylene polymer additives, advanced microelectronics and amorphous metals. Automotive's sales increased primarily due to recent acquisitions in braking systems and safety restraints. Also contributing to the sales gain was an increase in the content per vehicle for braking systems in North America, continued growth in truck brakes, increased demand for turbochargers in Europe and a slight improvement in aftermarket products sales primarily in Europe.

Income from operations of \$330 million increased by \$48 million, or 17%, compared with the third quarter of last year. The Company's operating margin for the third quarter of 1995 was 9.4% compared with 9.1% for the same period last year. See the discussion of net income below for information by segment.

Equity in income of affiliated companies of \$38 million increased by \$7 million, or 23%, compared with last year, mainly because of improved joint venture earnings for Paxon high-density polyethylene, Knorr-Bremse European truck brake systems and Converdyn conversion services, offset somewhat by lower income for UOP process technology.

Interest and other financial charges of \$43 million increased by \$9 million, or 26%, from 1994's third quarter, due to higher levels of debt and higher average interest rates.

The effective tax rate in the third quarter of 1995 was 32.5% compared with 31.4% in 1994. The increase is primarily due to growth in earnings that are subject to the statutory rate, partly offset by lower taxed foreign and export income and a reduction in non-deductible U.S. expenses.

Aerospace's net income improved to \$81 million from \$63 million, an increase of 29% compared with the same quarter last year. This earnings increase primarily resulted from cost synergies from the Lycoming acquisition, increased repair and overhaul services and aftermarket parts sales, and increased demand for propulsion engines and auxiliary power units as well as for safety-related commercial avionics systems. Equipment systems earnings also increased due to higher commercial aftermarket sales. Engineered materials' net income increased to \$100 million from \$84 million, an increase of 19% compared with the same quarter last year. Fibers, laminate systems, engineering plastics and environmental catalysts had substantially improved earnings. The income contribution from the Paxon joint venture was also higher, but earnings from the UOP joint venture was lower. Fluorine products also had lower income on slightly lower sales. Automotive's net income declined to \$45 million from \$55 million, a decrease of 18% compared with the same quarter last year. Net income was lower due to losses in the anti-locking braking systems (ABS) business and in Brazil, a larger percentage increase in sales to the lower-margin original equipment market than to the aftermarket, and turbocharger capacity development costs in Europe and start-up costs in a new airbag investment in Italy.

Net income in the 1995 third quarter of \$217 million, or \$0.77 a share, was higher than last year's net income of \$189 million, or \$0.67 a share, for the reasons discussed above.

Nine Months 1995 Compared with Nine Months 1994

Net sales in the first nine months of 1995 totaled \$10.5 billion, an increase of \$1,265 million, or 14%, compared with the first nine months of last year. Of this increase, \$532 million was due to higher sales volumes, \$494 million reflects the consolidation of recent acquisitions and the impact of dispositions, \$152 million was the result of favorable foreign exchange rate fluctuations in the automotive segment and \$87 million was due to higher prices. Automotive's sales increased \$578 million, or 16%, engineered materials was \$344 million, or 14%, higher and aerospace had a \$343 million, or 10%, gain.

Automotive benefited from growing sales of braking systems in North America and Europe, strong worldwide sales of safety restraints and turbochargers, higher aftermarket sales primarily in Europe and expanded sales of medium and heavy truck brakes in North America. These improvements largely reflect the impact of acquisitions and favorable foreign exchange rate fluctuations. Sales were higher for all engineered materials' business units, including fibers, performance materials, laminate systems, engineering plastics, environmental catalysts, fluorine products and carbon materials. Aerospace's sales increased reflecting the acquisition of the Lycoming turbine engine business in October 1994, continued strong demand for safety-related commercial avionics systems, such as windshear detection, ground proximity warning and collision avoidance systems, and higher sales of propulsion engines and auxiliary power units. Repair and overhaul services and aftermarket parts sales also increased. This increase was somewhat offset by lower sales for government electronics systems, where comparisons were adversely affected by a one-time contract settlement in the first quarter of 1994 and, in 1995, by delays in shipments.

Income from operations of \$998 million increased by \$146 million, or 17%, compared with last year's first nine months. The Company's operating margin for the first nine months of 1995 was 9.5% compared with 9.2% for the same period last year. See the discussion of net income below for information by segment.

Productivity (the constant dollar basis relationship of sales to costs) of the Company's businesses improved by 5.2% compared with last year's first nine months.

Equity in income of affiliated companies of \$123 million increased by \$32 million, or 35%, compared with last year, mainly because of improved joint venture earnings for Paxon high-density polyethylene, Knorr-Bremse European truck brake systems, Converdyn conversion services and UOP process technology.

Interest and other financial charges of \$130 million increased by \$21 million, or 19%, from 1994's first nine months, primarily reflecting higher average interest rates and higher levels of debt.

The effective tax rate in the first nine months of 1995 was 33.9% compared with 32.0% in 1994. The increase is primarily due to growth in earnings that are subject to the statutory rate, partly offset by lower taxed foreign and export income and a reduction in non-deductible U.S. expenses.

Engineered materials' net income increased to \$299 million from \$249 million, an increase of 20% compared with the same period last year. Net income was higher for fibers, performance materials, laminate systems, engineering plastics, environmental catalysts and carbon materials. Income improved in the nine month period due primarily to volume and price increases, partly offset by higher raw materials costs. There was also a substantial increase in net income from the Paxon joint venture. Fluorine products had lower net income. Aerospace's net income improved to \$209 million from \$176 million, an increase of 19% compared with the same period last year. Earnings increased because of cost synergies realized from the Lycoming acquisition, higher sales of propulsion engines and auxiliary power units and continued strong demand for safety-related commercial avionics systems. However, earnings for government electronic systems were lower on reduced sales. Automotive's net income rose to \$172 million from \$161 million, an increase of 7% compared with the same nine months of 1994. Net income was higher for North American and European braking systems, turbochargers, truck braking systems, filters and spark plugs and safety restraints. However, losses for ABS increased substantially. The Company continues to benefit from strong AlliedSignal content on better selling vehicles, including sport utility vehicles, minivans, the Ford Taurus and F-150 pickup trucks as well as medium and heavy trucks.

Net income in the first nine months of 1995 of \$642 million, or \$2.26 a share, was significantly higher than last year's net income of \$554 million, or \$1.95 a share, for the reasons discussed above.

Financial Condition

September 30, 1995 Compared with December 31, 1994

On September 30, 1995 the Company had \$545 million in cash and cash equivalents, compared with \$508 million at year-end 1994. The current ratio at September 30, 1995 was 1.4X, the same as at year-end 1994.

On September 30, 1995 the Company's long-term debt amounted to \$1,377 million, \$47 million lower than at year-end 1994. Total debt of \$2,140 million on September 30, 1995 was \$453 million higher than at year-end, mainly reflecting the issuance of \$100 million of 6.75% 5-year notes and an increase in commercial paper borrowings. The Company's total debt as a percent of capital increased from 34.1% at year-end to 35.8% at September 30, 1995.

During the first nine months of 1995, the Company made capital expenditures of \$512 million, compared with \$398 million in the corresponding period in 1994. This increase is due to recent acquisitions and capacity expansions mainly in the engineered materials' business. Spending for the 1995 nine month period was as follows: aerospace-\$87 million; automotive-\$168 million; engineered materials-\$209 million, and corporate-\$48 million. The Company's total capital expenditures in 1995 are currently projected at about \$700 million.

During the first nine months of 1995, the Company repurchased 4.1 million shares of common stock for \$172 million. Common stock is repurchased to meet the expected requirements for shares issued under employee benefit plans and a shareowner dividend reinvestment plan. At September 30, 1995, the Company was authorized to repurchase 9.5 million shares of common stock.

In early October 1995, the Company completed two previously announced acquisitions of businesses in Germany. One business is a nylon plastics and fibers plant and the other a specialty chemicals plant. In early November 1995, the Company also completed the previously announced acquisition of a polyester fibers plant in Virginia.

On October 27, 1995, the Company announced its intention to exit its high-density polyethylene (HDPE) business, resulting in a gain in the fourth quarter. Paxon Polymer Company, L.P., a partnership of the Company and Exxon Chemical Company, will transfer the HDPE business to Exxon. Concurrently, the Company's Board of Directors approved a plan to revalue the Company's ABS assets to their fair market value as well as to reduce the workforce of the ABS business unit. The fourth quarter net income impact of the \$115 million ABS provision is expected to be fully offset by the Paxon gain. The Company also announced plans to eliminate approximately 3,100 salaried and hourly full-time-equivalent positions throughout Automotive, including ABS operations, with more than 70% of the reductions to be completed by year-end.

Review by Independent Accountants

The "Independent Accountants' Report" included herein is not a "report" or "part of a Registration Statement" prepared or certified by an independent accountant within the meanings of Section 7 and 11 of the Securities Act of 1933, and the accountants' Section 11 liability does not extend to such report.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits. The following exhibits are filed with this Form 10-Q:

- 4 Global Note due August 15, 2000
- 15 Independent Accountants' Acknowledgment Letter as to the incorporation of their report relating to unaudited interim financial statements
- 27 Financial Data Schedule
- 99 Underwriting Agreement dated as of August 15, 1995 between the Company and Goldman, Sachs & Co., J. P. Morgan Securities Inc. and Salomon Brothers Inc

(b) Reports on Form 8-K. No reports on Form 8-K were filed by the Company during the quarter ended September 30, 1995.

SIGNATURES

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

AlliedSignal Inc.

November 9, 1995

By: /s/ G. Peter D'Aloia

G. Peter D'Aloia
Vice President and Controller
(on behalf of the Registrant
and as the Registrant's
Principal Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Description
4	Global Note due August 15, 2000
15	Independent Accountants' Acknowledgment Letter as to the incorporation of their report relating to unaudited interim financial statements
27	Financial Data Schedule
99	Underwriting Agreement dated as of August 15, 1995 between the Company and Goldman, Sachs & Co., J. P. Morgan Securities Inc. and Salomon Brothers Inc

such Registered Holder. Principal and interest payable at Maturity will be paid upon surrender of this Note at the office of the Paying Agent located at One New York Plaza, New York, New York or at such other paying agency as the Company may designate.

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

This Note is one of the duly authorized series of debt securities of the Company (hereinafter called the "Securities"), issued and to be issued under an Indenture dated as of October 1, 1985, as supplemented and amended by the First Supplemental Indenture thereto dated as of

February 1, 1991, between the Company and The Chase Manhattan Bank (National Association), as Trustee (as so supplemented and amended, the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations and duties of the Company, the Trustee and the Paying Agent for this Note, and the terms upon which the Securities are, and are to be, authenticated and delivered. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of the series of Securities designated as 6.75% Notes Due August 15, 2000 (herein called the "Notes"), limited in aggregate principal amount to \$100,000,000. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned thereto in the Indenture.

This Note will not be redeemable prior to the Stated Maturity of the principal hereof and will not be subject to any sinking fund.

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

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

defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

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

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

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

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

This Note is issuable only in fully registered form, without coupons, in denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture, and subject to certain limitations set forth therein or in this Note, this Note is exchangeable for a like aggregate principal amount of Notes of this series in authorized denominations, as requested by the Holder surrendering the same.

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

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

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

Notes of this series in exchange for this Global Note, will authenticate and deliver, individual Notes of this series in an aggregate principal amount equal to the principal amount of this Global Note in exchange for this Global Note.

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

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

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

IN WITNESS WHEREOF, ALLIEDSIGNAL INC. has caused this Note to be manually executed under its corporate seal.

Dated: August 18, 1995

[Seal]

ALLIEDSIGNAL INC.

By: /s/ Roger C. Matthews

Roger C. Matthews
Assistant Treasurer

ATTEST:

By: /s/ Dennis R. Marshall

Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the Indenture described herein.

Dated: August 18, 1995

THE CHASE MANHATTAN BANK, (NATIONAL ASSOCIATION), as Trustee

By: _____
Name:
Title:

ABBREVIATIONS

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

TEN COM--as tenants in common

UNIF GIFT MIN ACT-- _____ Custodian _____
Under Uniform Gifts to Minors Act

TEN ENT-as tenants by the entirety

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

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

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

Please Insert Social Security or Other Identifying Number of Assignee:

- _____
- _____

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

- _____
- _____
- _____

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

Dated:

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

November 9, 1995

Securities and Exchange Commission
450 Fifth Street
Washington, D.C. 20549

Dear Ladies and Gentlemen:

We are aware that the September 30, 1995 Quarterly Report on Form 10-Q of AlliedSignal Inc. which includes our report dated October 27, 1995 (issued pursuant to the provisions of Statement on Auditing Standard No. 71) will be incorporated by reference in the Prospectuses constituting part of AlliedSignal Inc.'s Registration Statements, on Forms S-8 (Nos. 33-09896, 33-51031, 33-51455, 33-55410, 33-58345, 33-58347, 33-60261, 33-62963 and 33-65792), on Forms S-3 (Nos. 33-00631, 33-13211, 33-14071 and 33-55425) and on Form S-8 (filed as an amendment to Form S-14, No. 2-99416-01). We are also aware of our responsibilities under the Securities Act of 1933.

Very truly yours,

/s/ Price Waterhouse LLP
Price Waterhouse LLP

This schedule contains summary financial information extracted from the consolidated balance sheet at September 30, 1995 and the consolidated statement of income for the nine months ended September 30, 1995 and is qualified in its entirety by reference to such financial statements.

1,000,000

9-MOS	DEC-31-1995	
	JAN-1-1995	
	SEP-30-1995	545
		0
		1,568
		34
		1,997
	4,985	9,408
		4,945
		12,061
	3,630	1,377
		358
	0	0
		3,079
12,061		10,548
	10,548	8,449
		8,449
		0
		0
	130	
		970
		328
	642	
		0
		0
		0
		642
		2.26
		0

6.75% Notes Due August 15, 2000

UNDERWRITING AGREEMENT

New York, New York

To the Representatives
named in Schedule I hereto
of the Underwriters
named in Schedule II hereto

AlliedSignal Inc., a Delaware corporation (the "Company"), proposes to sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), the aggregate principal amount set forth in Schedule II hereto of its debt securities identified on Schedule I hereto (the "Purchased Securities"), to be issued under an indenture dated as of October 1, 1985, as supplemented by the First Supplemental Indenture thereto dated as of February 1, 1991, between the Company and The Chase Manhattan Bank (National Association), as Trustee (the "Trustee") (as so supplemented, the "Indenture").

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter that:

(a) The Company presently meets, and has met at all times since the initial filing referred to below, the requirements for use of Form S-3 under the Securities Act of 1933 (the "Act") and has filed with the Securities and Exchange Commission (the "Commission") one or more registration statements on such Form (the file number or file numbers of which are set forth in Schedule I hereto), which have become effective, for the registration under the Act of the Purchased Securities. Such registration statement or registration statements, as amended at the date of this Agreement, meet the requirements set forth in Rule 415(a)(1)(x) under the Act and comply in all other material respects with said Rule. The Company proposes to file with the Commission pursuant to Rule 424 under the Act a supplement to the form of prospectus included in the most recent such registration statement relating to the Purchased Securities and the plan of

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distribution thereof and has previously advised you of all further information (financial and other) with respect to the Company to be set forth therein. Such registration statement or registration statements, including the exhibits thereto, as amended at the date of this Agreement, is (or, if more than one, are collectively) hereinafter called the "Registration Statement"; such prospectus in the form in which it appears in the Registration Statement is hereinafter called the "Basic Prospectus"; and such supplemented form of prospectus, in the form in which it shall be first filed with the Commission pursuant to Rule 424 (including the Basic Prospectus as so supplemented) is hereinafter called the "Final Prospectus." Any preliminary form of the Final Prospectus which has heretofore been filed pursuant to Rule 424 is hereinafter called the "Preliminary Final Prospectus." Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Securities Exchange Act of 1934 (the "Exchange Act") on or before the date of this Agreement, or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the

Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the date of this Agreement, or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference.

(b) As of the date hereof, when the Final Prospectus is first filed pursuant to Rule 424 under the Act, when, prior to the Closing Date (as hereinafter defined), any amendment to the Registration Statement becomes effective (including the filing of any document incorporated by reference in the Registration Statement), when any supplement to the Final Prospectus is filed with the Commission and at the Closing Date, (i) the Registration Statement, as amended as of any such time, the Final Prospectus, as amended or supplemented as of any such time and the

Indenture will comply in all material respects with the applicable requirements of the Act, the Exchange Act, and the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the respective rules thereunder and (ii) neither the Registration Statement, as amended as of any such time, nor the Final Prospectus, as amended or supplemented as of any such time, will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus or any amendment thereof or supplement thereto in reliance upon and in conformity with information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use in the Registration Statement or the Final Prospectus.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of Purchased Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Purchased Securities shall be made at the office, on the date and at the time specified in Schedule I hereto (or such later date not later than five business days after such specified date as the Representatives shall designate), which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of a global certificate (the "Global Note") representing the Purchased Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer of same-day funds. The Global Note to be delivered to the

Representatives shall be deposited with and registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"). The interests of the owners of the Notes will be represented by book entries on the records of DTC and participating members thereof. Notes in definitive form shall be available only under limited circumstances.

4. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Purchased Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus) to the Basic Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company will cause the Final Prospectus to be mailed to the Commission for filing pursuant to Rule 424 by first class, certified or registered mail or will cause the Final Prospectus to be filed with the Commission pursuant to said Rule. The Company will promptly advise the Representatives (i) when the Final Prospectus shall have been mailed to the Commission for filing or filed with the Commission pursuant to Rule 424, (ii) when any amendment to the Registration Statement relating to the Purchased Securities shall have become effective, (iii) of any request by the Commission for any amendment of the Registration Statement or amendment of or supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension or the qualification of the Purchased Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a Prospectus relating to the Purchased Securities is required to be delivered under the Act, any event occurs as a result of which

the Final Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, or if it shall be necessary to amend or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (i) prepare and file with the Commission, subject to the first sentence of paragraph (a) of this Section 4, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance and (ii) supply any supplemented prospectus to you in such quantities as you may reasonably request.

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

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto) and each amendment thereto which shall become effective on or prior to the Closing Date and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of any Preliminary Final Prospectus and the Final Prospectus and any amendments thereof and supplements thereto as the Representatives may reasonably request. The Company will pay the expenses of printing all documents relating to the offering.

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

(f) Until the business day following the Closing Date, the Company will not, without the consent of the Representatives, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any debt securities or warrants covered by the Registration Statement or any other registration statement filed under the Act; provided, however, that the restrictions contained in this subparagraph (f) shall not apply to the Company's Medium-Term Notes, Series A, described in the Prospectus Supplement dated February 1, 1991, to the Prospectus dated November 14, 1988.

(g) The Company confirms as of the date hereof that it is in compliance with all provisions of Section 1 of Laws of Florida, Chapter 92-198, An Act Relating to Disclosure of Doing Business with Cuba, and the Company further agrees that if it commences engaging in business with the government of Cuba or with any person or affiliate located in Cuba after the date the Registration Statement becomes or has become effective with the Securities and Exchange Commission or with the Florida Department of Banking and Finance (the "Department"), whichever date is later, or if the information reported in the Prospectus, if any, concerning the Company's business with Cuba or with any person or affiliate located in Cuba changes in any material way, the Company will provide the Department notice of such business or change, as appropriate, in a form acceptable to the Department.

5. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Purchased Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the date hereof, as of the date of the effectiveness of any amendment to the Registration Statement filed prior to the Closing Date (including the filing of any document incorporated by reference therein) and as of the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No stop order suspending in whole or in part the effectiveness of the Registration Statement, as amended from time to time, shall have been issued and

no proceedings for that purpose shall have been instituted or threatened; and the Final Prospectus shall have been filed or mailed for filing with the Commission not later than 5:00 P.M., New York City time, on the business day following the date hereof.

(b) The Company shall have furnished to the Representatives the opinion of its General Counsel or of Victor P. Patrick, Esq., an Assistant General Counsel of the Company, dated the Closing Date, to the effect that:

(i) each of the Company and each subsidiary of the Company that is a "significant subsidiary" as defined in Rule 405 of Regulation C promulgated under the Act (each a "Significant Subsidiary" and collectively the "Significant Subsidiaries") has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to own its properties and conduct its business as described in the Final Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases material properties or conducts material business;

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

(iii) the Company's authorized equity capitalization is as set forth in the Final Prospectus; the Purchased Securities conform to the description thereof contained in the Final Prospectus; and, if the Purchased Securities are

to be listed on the New York Stock Exchange, authorization therefor has been given, subject to official notice of issuance and evidence of satisfactory distribution, or the Company has filed a preliminary listing application and all required supporting documents with respect to the Purchased Securities with the New York Stock Exchange and such counsel has no reason to believe that the Purchased Securities will not be authorized for listing, subject to official notice of issuance and evidence of satisfactory distribution;

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

(v) to the best knowledge of such counsel, there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, and there is no franchise, contract or other document of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit, which is not described or filed as required; and the statements included or incorporated in the Final Prospectus describing any legal proceedings or material contracts or agreements relating to the Company and its

subsidiaries fairly summarize the matters therein described;

(vi) the Registration Statement and any amendments thereto have become effective under the Act; the Final Prospectus has been filed in the manner and within the time period required by Rule 424; to the best knowledge of such counsel, no stop order suspending in whole or in part the effectiveness of the Registration Statement, as amended, has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement, the Final Prospectus and each amendment thereof or supplement thereto as of their respective effective or issue dates (other than the financial statements and other financial information contained therein as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act and the Exchange Act, and the respective rules thereunder; and such counsel has no reason to believe that each registration statement included in the Registration Statement, or any amendment thereof, at the time it became effective and at the date of this Agreement, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus, as amended or supplemented, includes any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

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

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

Underwriters and such other approvals (specified in such opinion) as have been obtained;

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

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

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

(c) The Representatives shall have received from Cravath, Swaine & Moore, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Purchased Securities, the Indenture, the Registration Statement, the Final Prospectus and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representatives a certificate of the Company signed by the Chief Financial Officer, the Treasurer, any

Assistant Treasurer or the Controller of the Company, dated the Closing Date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Final Prospectus and this Agreement and that:

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

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

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

(e) At the Closing Date, Price Waterhouse shall have furnished to the Representatives a letter or letters (which may refer to letters previously delivered to one or more of the Representatives), dated as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable published rules and regulations thereunder, that the response to Item 10 of the Registration Statement is correct insofar as it relates to them and stating in effect that:

(i) in their opinion the audited financial statements, including financial statement schedules, if any, incorporated in the Registration Statement and the Final Prospectus

and audited by them comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations with respect to registration statements on Form S-3;

(ii) as indicated in their reports, they have made reviews in accordance with standards established by the American Institute of Certified Public Accountants of any unaudited interim consolidated data incorporated in the Registration Statement and the Final Prospectus;

(iii) on the basis of certain specified procedures (but not an audit in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter consisting of a reading of the minutes of the meetings of the stockholders, directors and the retirement plans and audit committees of the Company through a specified date not more than five business days prior to the date of delivery of such letter; a reading of any unaudited interim consolidated financial data of the Company incorporated in the Registration Statement and the Final Prospectus and the latest consolidated financial data made available by the Company; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries, nothing came to their attention which caused them to believe that:

(1) any unaudited interim financial data included or incorporated in the Registration Statement and the Final Prospectus do not comply in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the published rules and regulations thereunder or are not stated on a basis substantially consistent with that of the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus; or

(2) with respect to the period subsequent to the date of the most recent financial statements incorporated in the Registration Statement and the Final Prospectus, there were any changes, at a specified date not more than five business days prior to the date of the letter, in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the shareholders' equity of the Company and its subsidiaries as compared with the amounts shown on the most recent consolidated balance sheet included or incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent financial statements incorporated in the Registration Statement and the Final Prospectus to such specified date, if such information is available for such period, there were any decreases, as compared with the corresponding period in the preceding year, in net sales, in income from continuing operations before taxes on income, income from continuing operations, net income, earnings applicable to common stock or earnings per share of common stock, of the Company and its consolidated subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives; and

(3) the letter shall also state that they have carried out certain other specified procedures, not constituting an audit, with respect to certain amounts, percentages and financial information which are included or incorporated by reference in the Registration Statement and the Final Prospectus and which are specified by the Representatives, and have found such amounts, percentages and financial information to be in agreement with the relevant accounting, financial and other records of the Company and its subsidiaries identified in such letter.

(f) Subsequent to the respective dates as of which information is given in the Registration Statement and the Final Prospectus, there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (e) of this Section 5 or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Company and its Significant Subsidiaries the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of the Purchased Securities as contemplated by the Registration Statement and the Final Prospectus.

(g) Subsequent to the execution of this Agreement, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally reorganized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

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

If any of the conditions specified in this Section 5 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any

of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be cancelled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing.

The documents required to be delivered by this Section 5 shall be delivered at the office of Cravath, Swaine & Moore, counsel for the Underwriters, at Worldwide Plaza, 825 Eighth Avenue, New York, New York, on the Closing Date.

6. Expenses. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Purchased Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Final Prospectus and the Final Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Indenture, the blue sky and legal investment memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Purchased Securities; (iii) all expenses in connection with the qualification of the Purchased Securities for offering and sale under state securities laws as provided in Section 4(e) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the blue sky and legal investment surveys; (iv) any fees charged by securities rating services for rating the Purchased Securities; (v) the filing fees incident to any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Purchased Securities; (vi) the cost of preparing the Purchased Securities; (vii) the fees and expenses of the Trustee and any agent of the Trustee, and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Purchased Securities; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for

in this Section. It is understood, however, that, except as provided in this Section, Section 7 and Section 8 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Purchased Securities by them, and any advertising expenses connected with any offers they may make.

7. Reimbursement of Underwriters' Expenses. If the sale of the Purchased Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 5 hereof is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Purchased Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or State statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any registration statement included in the Registration Statement for the registration of the Purchased Securities as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that (i) the Company will not be liable in any such case to the

extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein, and (ii) such indemnity with respect to the Basic Prospectus or any Preliminary Final Prospectus shall not inure to the benefit of any Underwriter (or any person controlling such Underwriter) to the extent that any such loss, claim, damage or liability of such Underwriter results from the fact that such Underwriter sold Purchased Securities to a person to whom there was not sent or given a copy of the Final Prospectus (or the Final Prospectus as amended or supplemented) excluding documents incorporated therein by reference at or prior to the confirmation of the sale of such Purchased Securities to such person in any case where such delivery is required by the Act if the Company has previously furnished copies thereof to such Underwriter. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally agrees to indemnify and hold harmless the Company, each of its directors, officers, employees and agents, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for use in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the first sentence of the last paragraph of the cover page, in the first paragraph on page S-2, and in the third paragraph, the second sentence of the fourth paragraph and the last paragraph under the heading "Underwriting" in any Preliminary Final Prospectus or the Final Prospectus constitute the only information furnished by or on behalf of the several Underwriters for inclusion in the documents referred to in the foregoing indemnity, and you, as the Representatives, confirm that such statements are correct.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of

any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnified party will not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election to so assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel, approved by the Representatives in the case of paragraph (a) of this Section 8, representing the indemnified parties under such paragraph (a) who are parties to such action), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) of this Section 8 is due in accordance with its terms but is for any reason held by a court to be unavailable on grounds of policy or otherwise, the Company and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Company and one or more of the Underwriters may be subject in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount bears to the sum of such discount and the purchase price of the Purchased Securities specified in Schedule I hereto and the Company is responsible for the balance; provided, however, that (y) in no case shall any Underwriter (except as may be provided in any agreement among Underwriters relating to the offering of the Purchased Securities) be responsible for any amount in excess of the underwriting discount applicable to the Purchased Securities purchased by such Underwriter hereunder and (z) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to clause (z) of this paragraph (d). Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom contribution may be sought of the commencement thereof, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Purchased Securities agreed to be purchased by such

Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Purchased Securities set forth opposite their names in Schedule II hereto bears to the aggregate amount of Purchased Securities set forth opposite the names of all the remaining Underwriters) the Purchased Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Purchased Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Purchased Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Purchased Securities, and if such nondefaulting Underwriters do not purchase all the Purchased Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding seven days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives by notice given to the Company prior to delivery of and payment for the Purchased Securities if prior to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or material escalation of major hostilities in which the United States is involved, or a declaration of war by the Congress of the United States, or other substantial national or international calamity or crisis the effect of which on the financial markets of the United States is such as to make

it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the offering or delivery of the Purchased Securities as contemplated by the Final Prospectus.

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Purchased Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Authority of Representatives; Notice. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made by you jointly or by Goldman, Sachs & Co. on behalf of you as the Representatives.

All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telecopied and confirmed to them, at Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004 (telephone: (212) 902-1000 telecopy: (212) 902-3000) Attention: Registration Department; or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at 101 Columbia Road, P.O. Box 4000, Morristown, New Jersey 07962 (telephone: 201-455-2000; telecopy: 201-455-5189) Attention: Treasurer.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have rights or obligations hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

ALLIEDSIGNAL INC.

By: /s/ Roger C. Matthews

Roger C. Matthews
Assistant Treasurer

The foregoing Agreement is hereby confirmed and accepted as of the date specified in Schedule I hereto.

GOLDMAN, SACHS & CO.
J.P. MORGAN SECURITIES INC.
SALOMON BROTHERS INC

As Representatives of the Several Underwriters named in Schedule II attached hereto.

By: /s/ Goldman, Sachs & Co.

(Goldman, Sachs & Co.)

SCHEDULE I

Underwriting Agreement dated August 15, 1995

Registration Statement Nos. 33-13211 and 33-14071

Representatives: Goldman, Sachs & Co.

85 Broad Street
New York, New York 10004

J.P. Morgan Securities Inc.

60 Wall Street
New York, New York 10260

Salomon Brothers Inc

Seven World Trade Center
New York, New York 10048

Closing Date, Time and Location: August 15, 1995,
11:00 a.m., at the offices of Cravath, Swaine & Moore,
825 Eighth Avenue, New York, New York

Sale, Purchase Price and Description of Purchased Debt
Securities:

Title: 6.75% Notes Due August 15, 2000

Principal amount and currency: U.S. \$100,000,000

Purchase price: 99.403% of principal amount, plus
accrued interest, if any, from August 15, 1995

Interest rate: 6.75%

Interest payment dates: Semiannually on February 15
and August 15, commencing February 15, 1996

Maturity: August 15, 2000

Sinking fund provisions: None

Redemption provisions: None

Bearer or registered: Registered book-entry form in
denominations of \$1,000 and any integral multiple of \$1,000

Other provisions: As set forth in the Prospectus
Supplement dated August 15, 1995

SCHEDULE II

Underwriter	Principal amount of Purchased Securities
Goldman, Sachs & Co.	\$33,400,000
J.P. Morgan Securities Inc.	33,300,000
Salomon Brothers Inc	33,300,000
Total.....	\$100,000,000