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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. 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 outcome in such matters, as well as potential ranges of probable 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. Given the uncertainty inherent in litigation and investigations, the Company does not believe it is possible to develop estimates of reasonably possible loss (or a range of possible loss) in excess of current accruals for commitment and contingency matters, including those discussed in this Note 19. 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 the Company 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. 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 purantees are made as changes to the obligations become reasonably estimable. The following table summarizes information concerning the Company's recorded obligations for warranties and product performance guarantees; Years Ended December 31, 202220212020Beginning — 202320222021Beginning of year \$ 213\sqrt{s} \text{ 2023} \sqrt{s} \text{ 240} \text{ Acquistments to initial obligations for warranties and product performance guarantees; Years Ended December 31, 202220212020Beginning — 202320222021Beginning of year \$ 213\sqrt{s} \text{ 203} \sqrt{s} \text{ 240} \text{ Acquistment of pre-existing warranties / guarantees (27) (12) (7) \(18)\) Settlement of warranty / guarantee claims (106) (115) (159) (172)-End of year \$ 219\sqrt{s} \text{ 213} \sqrt{s} \text{ 23} \sqrt{s} \text{ 243} \text{ Product warranties and product performance guarantees are included in the following balance sheet accounts: December 31, 20222021Aecrued 20232022Accrued liabilities \$ \text{ 182} \sqrt{s} \text{ 175} \text{ Other liabilities37 38 Total obligations for product warranties and product performance guarantees \$ \text{ 219} \text{ 180} \text{ Other liabilities38 43} \sqrt{s} \text{ 213} \sqrt{s} \text{ 223} \text{ NOTE 20}. PENSION AND OTHER POSTRETIREMENT BENEFITS The sors 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 noncontributory, 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 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 Compa 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. 98-101 Honeywell International Inc. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATAHONEY WELL 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 paid (1, 509) (1, 421) (250 1, 221) (261) (249) Settlements and curtailments — (13) — Foreign currency translation — 205 (664) (74) Other 6 — 3 2 1 3 Fair value of plan assets at end of year 17 year 16, 594 17, 005 20, 560 5, 549 5, 304 8, 396 Funded status of plans \$ 3, 802 \$ 3, 715 \$ 831 3, 169 \$ 904 \$ 1, 397 Amounts recognized in the Consolidated Balance Sheet consist of: Prepaid offrepaid pension benefit eost cost2 (2) \$ 4,052 \$ 3,970 \$ 31,528 335 \$ 1,356 \$ 2,105 Accrued pension liabilities — eurrent current3 (3 26) (28) (15 33) (14) (14) Accrued pension liabilities — noncurrent4 (4 224) (227) (326 489) (438) (694) Net amount recognized \$ 3, 802 \$ 3, 715 \$ 831 3, 169 \$ 904 \$ 1,397 (1) The actuarial gains losses incurred in 2022 2023 related to the Company's U. S. plans are primarily the result of an a increase decrease in the discount rate assumption, partially offset by actuarial losses primarily as well as a result of changes in demographic experience and demographic assumptions used to estimate the benefit obligations as of December 31, 2022 2023, compared to December 31, 2022 2022. Actuarial gains losses incurred in 2022 2023 related to the Company's non- U. S. plans are primarily the result of an a increase decrease in the discount rate assumption, partially offset by inflation related assumptions used to estimate the benefit obligations as of December 31, 2022 2023, compared to December 31, 2021 2022. Actuarial losses gains incurred in 2021 2022 related to the Company's U. S. plans are primarily the result of changes in demographic experience and—an demographic increase in the discount rate assumptions—assump 31, 2021 2022, compared to December 31, 2020 2021. (2) Included in Other assets in the Consolidated Balance Sheet. (4) Included in Other liabilities in the Consolidated Balance Sheet. (4) Included Included in Other liabilities in the Consolidated Balance Sheet. (9) 102 Honeywell International Inc. OtherPostretirementBenefits20222021Change Sheet. (4) Included ancluded in Other Habilities in the Consolidated Balance Sheet. (9) 102 Honeywell International Inc. OtherPostreturementBenefits 2023 2022 Change in benefit bilgations. Benefit obligation at beginning of years [33] [96 § 229-Service cost — Interest east5 cost6. 5 Plan amendments — Actuarial (gains) losses losses3 (54) (8-) Benefits paid (26) (14) (30-) Benefit obligation at end of year133 196 year116 133. Change in plan assets assets Fair. 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 — Punded status of plans \$ (16) \$ (13) \$ (195) (13) \$ (196) Amounts recognized in the Consolidated Balance Sheet consist of Acetualed Placetured Inabilities \$ (12) \$ (12) \$ (25) Postretirement benefit obligations other than pensions pensions [1104] (112) (112) (112) (114) Net amount recognized \$ (116) \$ (13) \$ (133) \$ (196) (1) Excludes Inc. U.S. plan of \$ 30 million and \$ 34 million and \$ 37 million and \$ 27 million and \$ 2023, and 2021, respectively. Amounts recognized in Accumulated other comprehensive (income) loss associated with the Company's significant pension and other postretirement benefit plans at December 31, 2023, and 2022, and 2 191 814 422 360 397-Net amount recognized \$ 1, 184 S 764 \$ 400 440 \$ 378 \$ 417 OtherPostretirementBenefits20232021Prior OtherPostretirementBenefits20232022Prior Service (credit) cost \$ (30) \$ (30) \$ (50) \$ (92) \$ Net actuarial (gain) loss (68) (84) (34) \$ Net amount recognized \$ (98) \$ (134) \$ 103 \$ (126) \$ 100 \$ Honeywell International Inc. Net The components of net periodic benefit (income) cost and other amounts recognized in Other comprehensive (income) loss for the Company's significant on other postretirement benefit plans include the following components: Net periodic benefit (income) costPension Benefits[]. S. PlansNon- U. S. Plans20232012202102309Service — Plans2032022202110230222021Service cost \$ 29) \$ 8 6 \$ 105 \$ 99 \$ 11 \$ 19 \$ 26 \$ 23 Interest
 costPension
 Pension BenefitsU. S. PlansNon- U. S. Plan \$\frac{9}{2.43\%}\$. Actuarial assumptions used to determine net periodic benefit (income) cost for years ended December 31: Discount ate — benefit ebligation2 obligation5. 17 \(\frac{9}{2} \) 87 \(\times 2. \) 87 \(\frac{9}{2} \) 98 \(\frac{9}{2} \) 1. 48 \(\frac{9}{2} \) 1. 48 \(\frac{9}{2} \) 1. 56 \(\frac{9}{2} \) 1. 24 \(\frac{9}{2} \) 1. 48 \(\frac{9}{2} \) 1. 56 \(\frac{9}{2} \) 1. 26 \(\frac{9}{2} \) 1. 56 \(\frac{9}{2} \) 2. 58 \(\frac{9}{2} \) 2. 5 count rates . 00 % 5 . 32 % 2. 66 % 2. 20 % Actuarial assumptions used to determine net periodic benefit cost for years ended December 31: Discount 31Discount rate rates (1) , 32 % 2. 66 2.36 % (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 benefit 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 portion as a discount rate obtenimars. The Company three states are personal to the Company's significant person 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 2023-2024 are 5. 26-06% and 5-4 07-89%, respectively. The discount rate used to determine the other postretirement plan obligation is higher principally due to a shorter expected duration of other postretirement plan obligations as compared to pension benefit obligations. The Company plans to use an expected rate of return on U. S. plan assets of 6-7, 18-90% for 2023-2024, which represents an increase from the 6. 40-75% assumption used for 2022-2023. 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 revises it as appropriate. For non- U. S. benefit plans, actuarial assumptions reflect economic and market factors relevant to each country, 102-105 Honeywell International Inc. PENSION BENEFITS The following amounts relate to the Company's significant pension plans with accumulated benefit obligations exceeding the fair value ets: December 31, U. S. PlansNon- U. S. Plans2022202120222021Projected Plans20232022Projected benefit obligation \$ 251 S 255 \$359-753 \$ 682 \$-964 Accumulated benefit or pian assets. December 31, 23, 3 (3) 3 (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

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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 Accounting Standards Codification "Fair Value Measurer
              opic 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
    Availus 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. 103 106 Honeywell International Inc. 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. PlansDecember 31, 2023TotalLevel 1Level 2Level 3EquitiesHoneywell common stock $ 3, 049 $ 3, 049 $ - $ - U. S. equities — — Fixed incomeShort- term investments2, 942 283 2, 659 — Government securities532 — 532 — Corporate
value amounts presented in the following tables are missions to permit the company's U. S. and non- U. S. pension plans assets by asset category are as follows: U. S. PlansDecember 31, 2022 fundamental formulations of both the Company's U. S. and non- U. S. pension plans assets by asset category are as follows: U. S. PlansDecember 31, 2022 fundamental formulations of the company's U. S. plans December 31, 2022 formulations of the company's U. S. plans December 31, 2022 formulations of the company's U. S. plans December 31, 2022 formulations of the company's U. S. plans December 31, 2022 formulations of the company's U. S. plans December 31, 2022 formulations of the company of the company
   securities 10, 49.2 Insurance contracts 18 (19) Insurance contracts 19 Insurance contracts 
  private funds: Privat
                          - Purchases 131 88 39 — 587 Sales and settlements (247) (1) (5) (111) — Balance at December 31, 2023 S 1, 284 293 S 977 S 74 S 16 S 1, 605 (005 S 36 S 1.30 S 950 The Company enter
   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, 2023, and 2022, and 2021, the Company's U. S. plans had contracts with notional amounts of $ 4, 025 million and $ 2, 3 67 million and $ 4, 415 million, respectively. At December 31, 2023, and 2022, and 2021, the Company's non- U. S. plans had contracts with notional amounts of $ 124 million and $ 311 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, mortgage / 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 2023, 2022, and 2021, and 2021, and 2021, 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 2024. In 2023. In 2023. In 2022, contributions of $ 10-12 million were made to the non-U. S. pension plans to satisfy regulatory funding
   requirements. In 2023 2024, the Company expects to make contributions of cash and / or marketable securities of approximately $14-12 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. 109 Honeywell International Inc. Benefit payments, including amounts to be paid from Company assets, and reflecting expected future service, as appropriate, are expected to be paid from Company assets, and reflecting expected future service, as appropriate, are expected to be paid from Company assets. 109 Honeywell International Inc. 120 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2011, 130 2
    ended December 31, 20222021Assumed 2023, the Company repurchased $ 200 million of outstanding Honeywell shares of common stock from the Honeywell U. S. Pension Plan Master Trust. The Company completed no repurchases of outstanding Honeywell shares of common stock from the Honeywell U. S. Pension Plan Master Trust during 2022. December 31, 20232022Assumed health care cost trend rate: Health rate Health care cost trend rate assumed for next year?. 50 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 2031 2029 2031 Benefit payments reflecting expected future service, as appropriate, are expected to be paid as follows: Without Impact of Medicare SubsidyNet of Medicare SubsidyNet of Medicare Subsidy2023 Subsidy2024 S 24 13 S 12 22 202413 13 202513 202512 12 202612 12 202712 11 202711 11 2028 202811 10 2029 - 203251 48 203346 44 110 Honeywell International Inc. NOTE 21. OTHER
   (INCOME) EXPENSE Years Ended December 31, 202220212020Interest 20232022021Interest income $ (321)$ (138)$ (102) + (107) Pension ongoing income — non-service (411) (602) (1, 202) (901) Other postretirement income — non-service (29) (41) (71) (57) Equity income of affiliated companies (100) (61) (67) (66) Loss (gain Gain ) on sale of non-strategic businesses and assets (5) (22)
   (102) 3-Foreign exchange 48 - exchange (gain) loss 948 25 (68)-Expense related to UOP Matters 45 - Matters 45 - Matters 45 - Batters 45 | 160 - Expense (benefit) related to Russia- Ukraine eonliet 45 - conflict (3) 45 - Reimbursement receivables charge - 509 Net expense related to the NARCO Buyout and HWI Sale 342 - Sale 11 342 - Other (, net net 39) 18 (19) 12-Total Other (income) expense (840) $ (366) $ (1, 378) $ (675) For See Note 19 Commitments and Contingencies for more information on the UOP Matters, NARCO Buyout, and HWI Sale , see Note 19 Commitments and Contingencies. See Note 4
   Repositioning and Other Charges for further discussion of the expense related to the Russia- Ukraine conflict. See Note 2 Acquisitions and Divestitures for further discussion on the gain on sale of non-strategic businesses and assets - 107 Honeywell International Inc. NOTE 22. SEGMENT FINANCIAL DATA Honeywell globally manages its business operations through four reportable business
   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. In October 2023, the Company announced a realignment, effective in the first quarter of 2024, of its business units comprising its Performance Materials and Technologies, and Safety and Productivity Solutions
   reportable business segments by forming two new reportable business segments: Industrial Automation, and Energy and Sustainability Solutions. Industrial Automation will include Sensing and Safety Technologies, Productivity Solutions and Services, and Warehouse and Workflow Solutions, which are currently included in Safety and Productivity Solutions, in addition to Process
                               ons, which is currently included in Performance Materials and Technologies. Energy and Sustainability Solutions will include UOP and Advanced Materials, which are currently included
   in Performance Materials and Technologies. Further, as part of the realignment, the Company will rename its Aerospace and Honeywell Building Technologies reportable business segments to Aerospace Technologies and Building Automation, respectively. Following the realignment, the Company's reportable business segments will be Aerospace Technologies, Industrial Automation.
   Building Automation, and Energy and Sustainability Solutions. The realignment will not impact the Company's historical consolidated financial position, results of operations, or cash flows. The Company expects to report its financial performance based on this realignment effective with the first quarter of 2024. 111 Honeywell International Inc. Years Ended December 31,
  Company expects to report its financial performance based on this realignment effective with the first quarter of 2024. 111 Honeywell International Inc. Years Ended December 31, 202220212020Net_SalesAerospaceProducts § 7, 316 § 6, 330 § 6, 158 § 7, 194 Services5 Services6 § 308 5, 497 4, 868 4 Net Aerospace sales13, 350 Total11 624 11, 827 11, 026 11, 544 Honeywell Building Technologies Products4, 599 4, 591 4, 098 3, 868 Services1, 432 1, 409 1, 441 + Net Honeywell Building Technologies ales61, 321 Total6 931 6, 000 5, 539 5, 189 Performance Materials and Technologies Products8, 916 8, 593 8, 008 7, 548 Services2, 590 2, 134 2, 005 + Net Performance Materials and Technologies sales11, 875 Total10 506 10, 727 10, 013 9, 423 Safety and Productivity SolutionsProducts4, 942 6, 446 7, 379 Services547 461 435 Net Safety and Productivity Solutions sales5, 489 6, +127 Services461 435 354 Total6, 907 7, 814 6, 481 Corporate and All OtherServices2 5 The Corporate and All Other Services 12 5 — Net Corporate and All Other Services 10 Services 11 Services 11 Services 10 Services 10
    profitAerospace $ 3, 741 $ 3, 228 $ 3, 05 | $ 2, 904 Honeywell Building Technologies 1, 505 1, 439 1, 238 1, 909 Performance Materials and Technologies 2, 549 2, 354 2, 120 Safety and Productivity Solutions 901 | 1, 851 Safety and Productivity 901 Safety and Productivity 901 Safety 901 Safety
  Solutions901 | 1, 851 Safety and Productivity Solutions1, 080 1, 029 997-Corporate and All Other (392) (412) (220) (96)-Total segment profit $ 8, 304 $ 7, 689 $ 7, 212 112 $ 6, 665-168-Honeywell International Inc. Years Ended December 31, 2022;22021;0209Capital — 2023;022;2201 Capital expenditures Aerospace $ 310, $ 246 $ 284 $ -248-Honeywell Building Technologies918 Technologies918 Technologies40;2318 205 $ 252-Safety and Productivity Solutions50 Solutions106;50 190 288-Corporate and All Other 78. Other 82, 789 $ 5, 906-Total Years Ended December 31, 2023;022;70 tal assets Aerospace $ 12, 976 $ 12, 189 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11, 490 $ +11
   cost component), selling, general and administrative expenses (service cost component), Research and development expenses (service cost component), and Other (income) expense (non-service cost component).

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

(4) Amounts 4Amounts included in Cost of products and services sold, Selling, general and administrative expenses, and Other (income) expense.
                                                     of Other (income) expense not included within other categories in this reconciliation. Equity income of affiliated companies is included in segment profit. 109-113 Honeywell International Inc
   campenseverance charges: Severance and exit cost payments $\(\frac{150}{95}\)$ ($\frac{275}\)$ ($\frac{25}{864}\) Environmental payments $\(\frac{190}{190}\)$ ($\frac{120}{120}\)$ ($\frac{275}\)$ ($\frac{25}{864}\)$ Environmental payments $\(\frac{190}{190}\)$ ($\frac{210}{120}\)$ ($\frac{275}\)$ ($\frac{287}{190}\)$ ($\frac{275}\)$ ($\frac{287}{190}\)$ ($\frac{275}\)$ ($\frac{287}{190}\)$ ($\frac{287}{19
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—81 93-Impact of Quantinuum contribution contribution — (1) —460 —Noncontrolling interest non- cash contribution contribution — (1) —419 —Loan in exchange for prepaid assets — 25 — Receipt of Garrett Series B Preferred Stock Stock 2— (2) — 577 — (1) See ISee Note 2 Acquisitions and Divestitures for additional information for of non- cash amounts recognized related to the combination of Honeywell Quantum Solutions and Cambridge Quantum Computing to form Quantinuum, a newly formed entity, which Honeywell consolidates as the controlling majority- owner. (2) See Notes—Note 12 Fair Value Measurements and 19 Commitments and Contingencies for additional information for of 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. 110 114 Honeywell International Inc. 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, 2023 and 2022 and 2021, 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, 2022
2023, 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, 2022 2023, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). As described in Management's
Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Compressor Controls Corporation, which was
acquired on June 30, 2023, and whose financial statements constitute less than 1 % of net and total assets, revenues, and net income, respectively, of the consolidated financial statement amounts
as of and for the year ended December 31, 2023. Accordingly, our audit did not include the internal control over financial reporting at Compressor Controls Corporation. 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, 2023 and 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 2023, 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, 2022 2023, 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
Control — Integrated Prainteewink (2013) Issued by COSO. Basis for Opinions The Company's Intagglement is responsible to these minarian statements, for maintaining effective meeting 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. ##+ 115 Honeywell
International Inc. REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM Critical Audit Matter The critical audit matter communicated below is a matter arising from the current and the communicated below is a matter arising from the current and the current arising from the curren
period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates. 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
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 a
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 10-16, 2023 2024 We have served as the Company's auditor since 2014. 112-116 Honeywell International Inc. 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, 2022-2023.

Our management, with the participation of our CEO and CFO, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules—Rule 13a-15 (e) or 15d-15 (e) promulgated under
 the Exchange Act) as of December 31, 2022-2023. Based on these evaluations, our CEO and CFO concluded that our disclosure controls and procedures were effective as of December 31, 2022-2023
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 - Rule 13a-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 Board of directors Directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Management assessed the effectiveness of Honeywell's internal control over financial reporting as of
December 31, 2022-2023. 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, 2022 2023. The
Management's assessment of the effectiveness of Honeywell the Company's internal control over financial reporting as of December 31, 2022 2023, excluded Compressor Controls Corporation, which was acquired by the Company on June 30, 2023. The total revenues, net income, and net and total assets of Compressor Controls Corporation represents less than 1 % each of the related
 consolidated financial statement amounts as of December 31, 2023. The effectiveness of Honeywell's internal control over financial reporting as of December 31, 2023 has
& 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. 117 Honeywell International Inc., OTHER INFORMATION 113 Honeywell International Inc.
of the Company's common stock through Rule 10b5-1 and non-Rule 10b5-1 equity trading plans. During the three months ended December 31, 2023, none of our executive officers or directors adopted, terminated, or modified, or modified any non-Rule 10b5-1 trading arrangement" (as defined in Item 408 (c) of Regulation
SK). 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, 2022 2023, 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: D. Scott Davis (Chair), Kevin Burke, Michael W. Lamach, Robin L. Washington, and Robin Watson. The Board has determined that Mr. Davis and Ms. Washington are audit Audit committee Committee financial
experts as defined by applicable SEC rules and that Mr. Davis, Mr. Burke Mr. Lamach. Ms. Washington, and Mr. Watson 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 Investor Relations website (investor. honeywell. com) under the heading Governance (see Governance Overview), 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 waive. On December 8, 2023, the Board of Directors amended and restated the By- laws of the Company (as amended and restated, the "By- laws "), effective as of such date, to (i) update the procedures and information
requirements for the nomination of directors and the proposal of business for consideration at meetings of shareowners, including with respect to Rule 14a-19 promulgated under the Exchange Act; (ii) provide the chair of the meeting of shareowners with the power and duty to determine whether, in certain specified circumstances, a nomination shall be disregarded or business proposal
shall not be transacted; (iii) clarify that the chair of the meeting may prescribe rules and determinations as to the conduct of the shareowners' meeting; and (iv) clarify and conform various provisions of the By- laws to the General Corporation Law of the State of Delaware and to other provisions of the By- laws and make certain non- substantive changes and updates. 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. 114 118 Honeywell International Inc. SECURITY OWNERSHIP OF
CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS Information relating to security ownership of certain beneficial owners and management a 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, 2022 2023, information about our equity compensation plans is was as follows: Plan categoryNumber of Securities to be IssuedUpon Exercise ofOutstanding Options, Warrants, and RightsWeighted AverageExercise.
Price of Outstanding Options, Warrants, and Rights Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (a) (b) (c) Equity compensation plans approved by security holders 16, 777-7000. 561 241-(1) 5 147-153. 79 231, 141-(2), 33-, 124-178. 450 364-(3) Equity 3Equity Compensation plans not approved by security holders 164. (b) N/ ASN 4 (5) N/ 4 (5) N/ 4 (6) Total 16 AGTOTatl 16, 950 4451 814-133. 147-133. 147-133. 193. 143-178. 180 364-(1) Equity Equity. 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 13, 855-246). 359-624 shares of Common Stock to be issued for
options; 2, 231-110, 425-539 RSUs subject to continued employment; 175-201, 723-130 RSUs at target level and subject to company performance metrics and continued employment; and 330-265, 836-530 deferred RSUs); and the 2016 Stock Plan for Non- Employee Directors (including 177-170, 789-176 shares of Common Stock to be issued for options;
 and 63. 199 104 RSUs subject to continued services and 3, 458 deferred RSUs). 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.
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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
                                                                service and they are settled for shares of Common Stock on a one- for- one basis. (3) The 3The number of shares that may be issued under the 2016 Stock Incentive Plan as of
December 31, 2022 2023, is 30-28, 635-946, 612-133, 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 up
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, 2022-2023, is 1, 501-450, 500-549. This plan is an umbrella plan for three plan
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, 2022 2023, 21 240, 769 267 shares were credited to
participants' accounts under the UK Sharebuilder Plan. • The Honeywell Aerospace Ireland Share Participation Plan and the Honeywell Measurex (Ireland) Limited Group Employee Profit Sharing Plan allows 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, 2022 2023 . 724 685 shares of Common Stock
             credited to participants' accounts under these plans. The remaining 797.781, 252.768 shares included in column (c) are shares remaining under the 2016 Stock Plan for Non- Employee Directors. (4)
Equity aEquity 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 certain 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, 2022-2023. is 205-144. 709-884. (5) Column 5Column (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
6The 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. 415-119 Honeywell International Inc. 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
                     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 Numberin Form 10- K (a) (1.) Consolidated Financial Statements: Consolidated Statement of Operations for the years ended December 31, 2023, 2022, 2021, and 202052Consolidated 202154Consolidated Statement of Comprehensive Income for the years ended December 31, 2023, 2022, 2021, and 202053Consolidated 202155Consolidated Balance Sheet at December 31, 2022-2023
and 202154Consolidated 202256Consolidated Statement of Cash Flows for the years ended December 31, 2023, 2022, 2021, and 202055Consolidated 202157Consolidated Statement of Shareowners Equity for the years ended December 31, 2023, 2022, 2021, and 202056Notes 202158Notes to Consolidated Financial Statements57Report Statements59Report of Independent Registered Public
Accounting Firm (PCAOB ID No. 34) 111-115 Page Numberin Form 10- K (a) (3.) Exhibits See the Exhibit Index of this Annual Report on Form 10- K117- K121 FORM 10- K SUMMARY None. 116-120 Honeywell International Inc. EXHIBIT INDEX Exhibit No. Description (i) Amended and Restated Certificate of Incorporation 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 3 (ii) by- laws of Honeywell International Inc., as amended April 23-December 8, 2918 2023 (incorporated by reference to Exhibit 3 (iii) to Honeywell's 8 Form 10- K filed December 11 Q for the quarter ended June 30, 2018 2023 ) 4. 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. 2Description 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
Omnibus Amendment to Deterred 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 * Mendment to Deterred Compensation Plan for Non- Employee Directors of Honeywell International Inc. as amended and restated (filed herewith) 10. 6 * 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, 2020) 10. * * * Omnibus Amendment to Honeywell's Form 10- K for the year ended December 31, 2020) 10. * * * Omnibus Amendment to Honeywell's Form 10- R for the year ended December 31, 2020) 10. * * Onnibus Amendment to Honeywell's Form 10- W for the year ended December 31, 2020) 10. * * Oneywell 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. * * Oneywell Excess Benefit Plan and Honeywell Supplemental
Honeywell International Inc. Severance Plan for Designated Officers, as amended and restated (filed herewith) 10. 11 * Honeywell Deferred Incentive Compensation Plan, as amended and restated (incorporated by reference to Exhibit 10. 7-10 to Honeywell's Form 10- K for the year ended December 31, 2022) 10. 12 * Honeywell Deferred Incentive Compensation Plan, as amended and restated
incorporated by reference to Exhibit 10. 7to Honeywell's Form 10- K for the year ended December 31, 2022) 10. 12. Honeywell Deterred Incentive Compensation Plan, as amended and restated (incorporated by reference to Exhibit 10. 7to Honeywell's Form 10- K for the year ended December 31, 2020) 10. 12-13. Minibus Amendment to Honeywell Deterred 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. 12-14. 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. 14-15. 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. 14-16. 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, 2009) 10. 14-16. 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, 2009) 10. 14-16. 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, 2009) 10. 14-16. Amendment to Honeywell's Form 10- K for the year ended December 31, 2009 10. 14-16. 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, 2009) 10. 14-17. The Honeywell International Inc. Supplemental Pension Plan (Explanation Plan (
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. 17-18 * 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. 12 to Honeywell's Form 10- K for the year ended December 31, 2009) 10. 18 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. 9 to Honeywell's Form 10- K for the year ended December 31, 2013) 10. 19 20 *
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 21 * Honeywell Supplemental Defined Benefit Retirement Plan for a mended and restated (incorporated by reference to Exhibit 10. 13 to Honeywell's Form 10- K for the year ended December 31, 2015) 10. 20 21 * Honeywell International Inc. EXHIBIT INDEX Exhibit No. Description10. 22 * 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) 10:117 Honeywell Increase Inc. 23 EXHIBIT INDEX Exhibit No. Description10. 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 24 * 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 25 * 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 *
Compibus 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 2007 Honeywell Global Employee Stock Plan for Non- Employee Directors of
Honeywell International Inc. — Form of Restricted Unit Agreement (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. 4-33 * 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 March 31 June 30 2012 2021 10. 33-34 2011 Omnibus Amendment to 2006 Stock Incentive Plan for Non-Employee Directors 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. 35 * 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, 36 *

Amendment to 2011 Stock Incentive Plan of Restricted Unit Agreement 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 March 31, 2021—2014) 10, 37 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 2011 2007 Honeywell Global Employee 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. 36-38 * 2011 Stock Incentive Plan of Honeywell International Inc. and its Its
Affiliates — Form of Stock Option Award Agreement (incorporated by reference to Exhibit 10. 46 Honeywell's Proxy Statement, dated Form 10-Q for the quarter ended Mine April 10. 52011, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934) 10. 37. 39 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. 36-1 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 Stock Option Award Agreement (incorporated by reference to Exhibit 10. 36-1 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 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, 2012-2014 10.38-41 * 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 10.10 to Honeywell's Form 10-C for the quarter ended March 31-June 30, 2014-2021 10.39 42; Omnibus Amendment to 2011 Stock Incentive Plan of Honeywell International Inc. and its Affiliates (incorporated by reference to Exhibit 4 of Honeywell's Proxy Statement, dated March 10, 2016, filed pursuant to Rule 14a-6 of the Securities Exchange Act of 1934) 10. +43 *
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 #me

September 30, 2021-2020) 10. 40-44 * Omnibus Amendment to 2011-2016 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 #meh 31-June 30, 2021-2021) 10. 41-45 * Omnibus Amendment to 2011-2016 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 #meh 31-June 30, 2021-2022) 10. 42-46 * 2011-2016 Stock Incentive Plan of Honeywell International Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 13 to Honeywell's Form 10 - Q for the quarter ended #meh 31, 2014-2022 (incorporated by reference to Exhibit 10. 13 to Honeywell's Form 10 - Q for the quarter ended March 31, 2014-2022 (incorporated by reference to Exhibit 10. 13 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 13 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 14 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 14 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 14 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 10. 14 to Honeywell international Inc. and its Affiliates — Form of Restricted Stock Unit Agreement, Form 2 (incorporated by reference to Exhibit 
Restricted Unit Stock Option Award Agreement; Form 2 (incorporated by reference to Exhibit 10. +5 to Honeywell's Form 10- Q for the quarter ended June 30 March 31, 2021 2022 ) 10. 44 48 * 2011 2016 Stock Incentive Plan of Honeywell International Inc. and Hs its Affiliates ——Form of Stock Option Award Performance Plan Grant Agreement (incorporated by reference to Exhibit 10. 46 to Honeywell's Form 10- Q for the quarter ended March 31, 2014 2022 ) 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
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Form 10-O for the quarter ended June 30, 2021) 10, 48 * 2016 Stock Incentive Plan of Honeywell International line, and its Affiliates (incorporated by reference to Exhibit A of Honeywell's Proxy

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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) 118 Honeywell International Inc. 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
to Honeywell's Form 10-Q for the quarter ended March 31, 2022) 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 to Honeywell International Inc. and its Affiliates — Form of Stock Option Award Agreement
(incorporated by reference to Exhibit 10.5 to Honeywell's Form 10-Q for the quarter ended March 31, 2022) 10. 54* 2016 Stock Incentive Plan of Honeywell International line, and its Affiliates Form Performance Plan Grant Agreement (incorporated by reference to Exhibit 10.5 to Honeywell's Form 10-Q for the quarter ended March 31, 2022) 10. 54* 2016 Stock Incentive Plan of Honeywell International line, and its Affiliates Form Performance Plan Grant Agreement (incorporated by reference to Exhibit 10.6 to Honeywell's Form 10-Q for the quarter ended March 31, 2022) 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* 50 * 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) 49 122 Honeywell International Inc. 57 Exhibit No. Description 10. 51 * 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
3-f Exhibit No. Description 10.31. 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. 59-53. 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. 59-53. 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. 69-54. 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. 64-55. Form of Honeywell International Inc. — Noncompete Agreement for Senior Executives (incorporated by reference to Exhibit 10.6 to Honeywell's Form 10-K for the year ended December 31, 2021) 10. 69-56. 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. 63-57 ° 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. 64-58 ° 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. 64-59 ° Letter Agreement dated March 13, 2023 from Honeywell International Inc. to Darius Adamczyk (incorporated by reference to Exhibit 10. 1 to Honeywell's Form 8-K filed March 14, 2023) 10. 60 ° 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 61 Letter Agreement dated only 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 61 Letter Agreement dated Cochoe 7, 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 62 ° Offer Letter Agreement dated September March
Honeywell and Anne Madden (incorporated by reference to Exhibit 10. 70 to Honeywell as Form 10- K for the year ended December 31, 2020) 10. 67-82. **Offer Letter Agreement dated September March 13, 2023 from 2019, between Honeywell and Michael Madsen International Inc. to Vimal Kapur (incorporated by reference to Exhibit 10. 67-22 to Honeywell.*) s Form 49-8. K filled March 14 for the year ended December 31, 2021-2023) 10. 63 68 * Letter Agreement dated February 21, 2019, between Honeywell and Que Thanh Dallara (incorporated by reference to Exhibit 10. 68 to Honeywell's Form 10-6 K for the year ended December 31, 2021) 10. 69 * Offer letter dated July 26, 2022 from Honeywell International Inc. to Vimal Kapur (incorporated by reference to Exhibit 10. 1 to Honeywell's Form 10-6 (of the quarter ended September 30, 2022, and Honeywell's Form 8-K filled July 28, 2022) 10. 79 64* Letter Agreement dated August 21, 2022 between Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell's Form 10-K for the year ended December 31, 2022) 10, 65 * Offer Letter dated October 6, 2023 between Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell and Lucian Boldea (incorporated by reference to Exhibit 10, 70 to Honeywell an
filed herewith) 10. 66 * Offer Letter dated June 12, 2023 between Honeywell and James Currier (filed herewith) 10. 71364 - 67364 - Day Credit Agreement, dated as of March 24 20, 2022 2023, 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
                      Fargo Bank, National Association, as syndication agents (incorporated by reference to Exhibit 10. 1 to Honeywell 💾 s Form 8 K filed on March 29, 2022) 10. 72Amended and Restated Five- Year
Credit Agreement, dated as of March 24, 2022, 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 March 29. 21. 2022-2023) 10. 68Amended and Restated Five- Year Credit Agreement, dated as of March 20, 2023, among
      loneywell International Inc., the banks, financial institutions, and other institutional lenders parties thereto, Bank of America, N. A., as administrative agent and as swing line agent and
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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 June 30 March 31, 2020 2021) to Indemnification and Reimbursement Agreement dated October 14, 2018 among Honeywell and Resideo Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell's Form 10 Q for the quarter ended March 31, 2021) 119 Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by reference to Exhibit 10. 2-3 to Honeywell Intermediate Holding Inc. (incorporated by refere
77Fourth 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) 10. 78Amended 74Amended and Restated Buyout Agreement, dated November 20, 2022, between Honeywell
International Inc., the North American Refractories Asbestos Personal Injury Settlement Trust, the NARCO Trust Advisory Committee, and Lawrence Fitzpatrick, in his capacity as the NARCO Asbestos Future Claimants Representative (incorporated by reference to Exhibit 10. 1 to Honeywell's Form 8- K filed on November 21, 2022) 21 Subsidiaries of the Registrant (filed herewith) 23. 1 Consent of Deloitte
  & Touche LLP (filed herewith) 24Powers 123 Honeywell International Inc. Exhibit No. Description24Powers of Attorney (filed herewith) 31. 1Certification of Principal Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith) 31. 2Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith) 32. 1Certification 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. 2Certification 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) 95Mine Safety Disclosures (filed herewith) 97Honeywell International Inc. Clawback Policy dated December 1, 2023 (filed herewith) 101. INSThe following financial statements from the Company's Annual Report on Form 10- K for the year ended December
31, 2022 2023], formatted in Inline XBRL: (i) Consolidated Statements of Operations, Cash Flows. (ii) Consolidated Statements of Comprehensive Income (iv) iii) (Consolidated Blance Sheet, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Shareowners' Equity and (vi) Notes to Consolidated Statements, tagged as blocks of text and including detailed tags—(filed herewith) 101. SCHiXBRL Taxonomy Extension Scheme (filed herewith) 101. CABIXBRL Taxonomy Extension Calculation Linkbase (filed herewith) 101. LABIXBRL Taxonomy Extension Definition Linkbase (filed herewith) 101. PREIXBRL Taxonomy Extension Presentation Linkbase
 (filed herewith) 104Cover page from the Company's Annual Report on Form 10-K for the year ended December 31, 2022 2023, formatted in Inline XBRL (and contained in Exhibit 101) (filed herewith) The Exhibits identified above with an asterisk (*) are management contracts or compensatory plans or arrangements. 120 124 Honeywell International Inc. 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 10-16 . 2023-2024 By: / s/Robert D. Mailloux Robert D. Mailloux Vice President and Controller (on behalf of the Registrantand as the Registrant sPrincipal Accounting Officer) 121-125 Honeywell International Inc. SIGNATURES Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following
Accounting Officer 1727-126 Trongwein international mic. StriNar Offices Pursuant to the requirements of the securities Executive 1754, this animal report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated: Name Name *[-s/Darius E. Adamezyk* Darius E. Ad
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Risks53ITEM 8Financial Statements and Supplementary Data113ITEM Data117ITEM 9Changes in and Disagreements with Accountants on Accounting and Financial Disclosure113ITEM Disclosure117ITEM 9A. Controls and Procedures113ITEM Procedures118ITEM 9B. Other Information114ITEM Information118ITEM 9C. Disclosure Regarding Foreign Jurisdictions that Prevent
 InspectionsPart III. 114ITEM 118ITEM 10Directors, Executive Officers, and Corporate Governance114ITEM Governance118ITEM 11Executive Compensation115ITEM Compensation119ITEM 12Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters116ITEM Matters120ITEM 13Certain Relationships and Related Transactions, and Director
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FORSIGNAL TO SECTION 12 OF THE SECONTIES EXCHAINGE ACT OF 1954 As a December 1, 2022 2023, Honeyweit international nic. (I onleyweit, we, our of us flata six seven classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as in December 1, 2023, Honeyweit international nic. (I only 1, 300 we, our of us flata six seven classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as in December 1, 2023, Honeyweit international nic. (I only 1, 300 we, our of us flata six seven classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as in December 1, 2023, Honeyweit international nic. (I only 1, 300 we, our of us flata six seven classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as in December 1, 2023, Honeyweit international nic. (I only 1, 300 we, our of us flata six seven classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as in December 1, 2023, Honeyweit international nic. (I only 1, 300 we, our of use 1, 300 we, 
 Senior Notes due 2032; and (7) our 4. 125 % Senior Notes due 2034. 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, 2022 2023, we had approximately 958 million shares of common stock issued (including approximately 299 306 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") 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
 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 in
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, *including for director election enterests subject to the U. S. Securities and Exchange Commission's (the "SEC") universal proxy rules; 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
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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 brea
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 3.500 % Senior Notes due 2023 (the "2023 notes"), our 2.250 % Senior Notes due 2028 (the "2028 notes"), our 0.750 % Senior Notes due 2032 (the "3.750 %), Senior Notes due 2032 (the 
Senior Notes due 20.34 (the "20.34 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. We have outstanding € 500 1, 25 billion million aggregate principal amount of our 4.0 3.00 000. Senior Notes due 2023. (20.4, € 650 million aggregate principal amount of our 3, 500 % Senior Notes due 2028. € 750 million aggregate principal amount of our 2, 250 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate principal amount of our 4.125 % Senior Notes due 2028. € 500 million aggregate princ
listed on Nasdaq. Each series of the debt securities was issued as separate series under 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 2027 notes will mature on May 17, 2027, the 2028 notes will mature on February 22, 2028, the 9, 750 % 2032 notes will mature on May 17, 2032, the 3. 750 % 2032 notes will mature on May 17, 2032, the 3. 750 % 2032 notes will mature on May 17, 2032, the 3. 750 % 2032 notes will mature on May 17, 2032, the 3. 750 % 2032 notes will mature on May 17, 2032, and the 2034 notes will mature on November 2, 2034. The debt securities are issued only in registered, book- entry form without interest coupons in minimum denominations of 6 100, 000 and integral multiples of 6 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 provided for in the indenture 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 U.S. Securities and Exchange Commission (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 (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 of 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 holder of the holder of holders of the trustee has not received from the holder of holders of the hol
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
          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, if any, 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
            ations 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,
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
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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 will in any event 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 obligation
 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. The 2023 notes and the 2028 notes began bearing interest as of February 22, 2016; the 2024 notes and the 0,750 % 2032 notes began bearing interest from March 10, 2020; the 2027 notes and the 0,750 % 2032 notes began bearing interest from March 10, 2020; the 2027 notes and the 3.750 % 2032 notes began bearing interest from March 10, 2020; the 2027 notes and the 3.750 % 2032 notes began bearing interest at 6 fixed rates of 1.300 % per annum, the 2024 notes bear interest at a fixed rate of 1.300 % per annum, the 2024 notes bear interest at a fixed rate of 2.250 % per annum, the 2028 notes bear interest at a fixed rate of 2.250 % per annum, the 2028 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % per annum, the 3.750 % 2032 notes bear interest at a fixed rate of 3.750 % 2032 notes bear interest at a fixed rate of 3.7
 annum, and the 2034 notes bear interest at a fixed rate of 4, 125 % per annum. Interest on the 2023 notes and the 2034 notes bear interest at a fixed rate of 4, 125 % 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 ; interest on the 2024 notes and the 0.750 % 2032 notes accrues from March 10, 2020, or from the most recent date to which interest has been paid or provided for; and interest on the 2034 notes accrues from May 17. 2023, or from the most recent date to which interest has been paid or provided for; and interest on the 2034 notes accrues from May 17.
November 2, 2022, or from the most recent date to which interest has been paid or provided for interest is not provided for interest is payable annually in arrears on February 22 of each year with respect to the 2024 notes, and the 0. 750 % 2032 notes, on May 17 of each year with respect to the 2027 notes and the 3. 750 % 2032 notes, and
on November 2 of each year with respect to the 2034 notes (each a "debt securities interest payment date"), commencing February 22, 2017 with respect to the 2023 notes and the 2028 notes, March 10, 2021 with respect to the 2024 notes and the 0.750 % 2032 notes, May 17, 2024 with respect to the 2027 notes and the 3.750 % 2032 notes, and November 2, 2023 with respect to the 2034 notes, to holders of record at the close of business on the 15th calendar day (whether or not a business day) immediately preceding the respective debt securities 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 Banking S. A. ("Clearstream") and Euroclear Bank SA / NV ("Euroclear") are open for business) immediately preceding the respective 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
so payable for the period from the period from
on the debt securities lixed rate notes-to be redeemed (exclusive of interest accrued to the date of redemption), discounted to the redemption date on an annual basis (ACTUAL / (CTUAL), at the applicable Comparable Government Bond Rate described below, plus 15 basis points for the 2024 notes, plus 20 basis points for the 2027 notes, plus 30 basis points for the 2028 notes, plus 30 basis points for the 2028 notes, plus 30 basis points for the 2024 notes, plus 30 basis points for the 2
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 (as defined below) 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 defined below) as having an actual or interpolated maturity comparable to the remaining term of the debt securities 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 debt securities 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 (as defined below) 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) (A) 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, (B) with respect to the 2024 notes and the 0.750 % 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, (C) with respect to the 2027 notes and the 3.750 % 2032 notes, Deutsche Bank AG, London Branch, J. P. Morgan Securities ple, Morgan Stanley & Co. International ple and UniCredit Bank AG or any of their affiliates that are primary European government securities dealers, and their respective successors, and (D) with respect to the 2034 notes, BNP Paribas, Deutsche Bank AG, London Branch, 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 the 2028 notes of such series to be redeemed. With respect to the 2024 notes, the 2027 notes, the 0.750 % 2032 notes, the 3.750 % 2032 notes, and the 2034 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 debt securifies fixed rate notes of such series to be redeemed. If we elect to redeem fewer
 than all the debt securities fixed rate notes of such series, the trustee will select the particular debt securities fixed rate notes of such series, the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the trustee deems fair and the securities fixed rate notes of such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such series to be redeemed by such method that the securities fixed rate notes of such series to be redeemed by such series to be redeemed by such series to be redeemed by such series to be redee
 appropriate; provided that if the debt securities 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 debt securities 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 debt securities 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: 4-8. 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; be. 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; e-2. 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; 42. 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
     rovided 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
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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. 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 47-15, 2016, with respect to the 2023 notes, on or after May 12, 2023, with respect to
February 17-15. 2016, with respect to the 2023 notes, on or after May 12, 2023 with respect to the 2024 notes and the 0.750 % 2032 notes, on or after May 12, 2023, with respect to the 2034 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 2024 notes, and the 2028 notes, or not less than 10 nor more than 60 days prior notice, with respect to the 2024 notes, as 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 issue date, 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 of the original series, are otherwise treated as part of the same "issue "of debt instruments as the original series or are issued with less than a de minimis amount of original issue discount, in each case 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 depositary. 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 of 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 bankruptey 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 March 2027-2028, and our $ 1.5 billion Amended and Restated Five Year Credit Agreement, maturing in March 2023-2024 (unless converted to a term loan). Listing We have listed each series of the debt securities on 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. EXHIBIT 10. 10-5 AMENDMENT TO THE 2016 STOCK PLAN FOR NON- EMPLOYEE DIRECTORS OF HONEYWELL INTERNATIONAL INC. Pursuant to
SEVERANCE PLAN FOR DESIGNATED OFFICERS Effective as of February 11, 2021 GENERAL PROVISIONS 1. Purpose and Scope The purpose of the authority granted to proper officers of Honeywell International Inc. Severance (the "Company") by the Board of Directors on December 8, 2023, the 2016 Stock Plan for Non-Designated Officers (the "Plan") is to provide severance related benefits to select eligible employees—Employee Directors of Honeywell International Inc. and its participating divisions, subsidiaries and affiliates who are employed in a position that is designated as being
an officer of Honeywell by the Board and whose employment relationship is involuntarily terminated at the initiative of the Company for reasons other than Cause and who are thereafter, as a result of such termination, no longer employed by the Company or any successor thereto. This Plan is intended to be an unfunded "welfare benefit plan" within the meaning of Section 3 (1) of ERISA and is being
maintained as a "top hat" plan for a select group of management or highly compensated employees. The terms of this Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Section 409A of the Code, and the regulations and rulings promulgated thereunder (collectively, "Code Section 409A.") and, if necessary, any provision of the Plan shall be held null and void to the extent such provision (or any part thereof) fails to comply with Code Section 409A. This Plan is comprised of Part II—Provisions Prior to a Change in Control, and Part III—Special Provisions That Become Effective Only Upon a Change in Control, 2. Effective Date The Plan was originally established by Allied Corporation on March 31, 1983. The Plan has been amended and restated by AlliedSignal
                                            neywell International Inc., as of April 25, 1988, January 1, 1990, April 29, 1991, January 1, 1994, May 1, 1999, December 20, 2001, January 1, 2009, January 1, 2014, April 1,
and September 1, 2019. The Plan is hereby amended and restated effective May 14, 2024 by replacing Schedule A in its entirety with the attached new Schedule A. HONEYWELL INTERNATIONAL
INC. 1s / Karen Mattimore Senior Vice President & Chief Human Resources Officer Dated: December 22, 2023 * SCHEDULE A BOARD POLICY FOR NON- EMPLOYEE DIRECTOR

EQUITY AWARDS Initial Restricted Stock Unit Grant for New Directors on and after December 8, 2023. Each Eligible Director first elected or appointed to the Board on or after December 8, 2023 shall receive an initial prorated equity grant based on their first date as an Eligible Director in of February 11, 2021, with respect to Participants whose employment is terminated by the Company
period beginning on or after such date. PROVISIONS PRIOR TO A CHANGE IN CONTROL 3. Definitions As used throughout the immediately preceding Annual Meeting of Shareowners Plan unless otherwise clearly or necessarily indicated by context: (a) "Annual Meeting Base Salary" means) date an and ending on amount equal to the product of next following Annual Meeting date, and the prorated annual grant value for Stock Options and Restricted Stock Units for the immediately preceding Annual Meeting (i) Base Salary, and (ii) twelve (12). (b) "e., based on $ 115,000 annual meeting (ii) the salary and (iii) twelve (12).
 value of Stock Options and Restricted Stock Units between the 2023 and 2024 Annual Meetings Incentive Compensation means, except as provided in Section 23 (a), an and $ 130 amount equal to the
product of the Participant's (i) Incentive Award Target Percentage for the calcular year in which Participant's Covered Termination occurs, and (ii) 000 annual value of Restricted Stock Units after the 2024 Annual Meeting Base Salary. (e) "Base Salary" means the highest monthly base salary (as reflected on the Company's books and records) payable to a Participant during the thirty-six (36) month
period preceding a Covered Termination. The number (d) "Board "means Honeywell's Board of Shares subject Directors. (e) "Cause" means any of the following: (i) clear evidence of a significan
violation of the Company's Code of Business Conduct; (ii) the misappropriation, embezzlement or willful destruction of Company property; (iii) (A) the willful failure to this grant perform, (B) gross negligence in the Page 1 performance of, or (C) intentional misconduct in the performance of, a Participant's duties that results in harm to the business of the Company; (iv) the conviction (treating a noto
contendere plea as a conviction) of a felony (whether or not any right to appeal has been or may be exercised); (v) the failure to cooperate fully in a Company investigation or the failure to be fully truthful when providing evidence or testimony in such investigation; or (vi) clear evidence of the willful falsification of any financial records of the Company that are used in compiling the Company's financial
statements or related disclosures, with the intent of violating Generally Accepted Accounting Principles or, if applicable, International Financial Reporting Standards. In the case of a determination under Part Lof the Plan, Cause-shall be determined by dividing the value described Chief Executive Officer of the Company, with the concurrence of the Board and with the advice of the Company's functional leaders with expertise in such matters. (f) "Change in Control" is deemed to occur at the time-preceding sentence by the Fair Market Value as of the grant date and rounding up to the nearest whole
Share. The Restricted Stock Units shall vest on the earliest of (i) any entity, person or group (as defined under Treasury Regulation § 1, 409A 3 (i) (5) (v) (B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company's employees, that theretofore beneficially owned less than 50 % of the Common Stock then—the April 15th outstanding, acquires
ownership of Common Stock which results in such entity, person or group owning 50 % or more of the total fair market value or total voting power of the Company's Common Stock; (ii) an or group (as defined under Treasury Regulation § 1. 409A- 3 (i) (5) (v) (B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company
acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of Common Stock possessing 30 % or more of the total voting power of the Company's Common Stock; (iii) any one person, or more than one person acting as a group (as defined in Treasury Regulation § 1. 409A- 3 (i) (5) (v) (B)) acquires (or has acquired during the
                                        g on the date of the most recent acquisition by such person or persons) assets from the Company and its subsidiaries on a consolidated basis that have a total gross fair market value
 equal to or more than 40 % of the total gross fair market value of all of the assets of the Company and its subsidiaries on a consolidated basis immediately preceding before such acquisitions.
 For purposes of this clause (iii), "gross fair market value "means the value of the assets of the Company and its subsidiaries on a consolidated basis, or the value of the assets being disposed of, determined
without regard to any liabilities associated with such assets; or (iv) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by
a majority of the members of the Board before the date of the appointment or election. The foregoing clauses (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations
promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event "within the meaning of Treasury Regulation § 1. 409A-3 (i) (5) (i) shall be deemed to be a Change in Control for purposes of this Plan. (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time. (h) "Common Stock" means the
common stock of Honeywell or such other—the stock into which the common stock may be changed as a result of split-ups, recapitalizations, reclassifications and any similar transaction. (i) "Company" means Honeywell and its subsidiaries and affiliated entities, as well as their respective successors. (j) "Covered Termination" means, except as provided in Section 23 (e), a termination event giving rise to
Severance Benefits under this Plan, as detailed in Section 7 hereof. (k) "Determination Year" means the calendar year with respect to which performance is measured for purposes of determining the of a Participant's first anniversary Incentive Award. Page 2 (1) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, together with applicable final
regulations thereunder. (m) "Honeywell "means Honeywell International Inc., a Delaware corporation. (n) "Incentive Award "means the short-term incentive compensation award payable and determ
    ursuant to the Company's short-term incentive compensation plan, and shall not include any other—the grant performance or incentive award. (a) "Incentive Award Target Percentage" means the
 Participant's short-term incentive compensation target percentage, as maintained in the Company's executive compensation records. (p) "Last Day of Active Employment"
 of employment with the Company (typically the day prior to the date the Participant would be eligible to commence the receipt of Severance Benefits), and shall in no case be later than the date on which the
Participant's active employment with the Company is severed within the meaning of Code Section 409A. (q ii) the termination' Medical Leave of Service Absence "means an absence from active
employment-due to a Participant's inability to perform the functions of his or her job, provided that during such absence the Participant (i) is receiving short-term disability benefits, (ii) is receiving long-term disability benefits, (iii) is on a medical leave of absence granted by the Company, or (iv) any combination of (i) - (iii), (r) "Participant" means Honeywell's Chief Executive Officer, a Direct Report
Officer Participant or a Non- Direct Report Officer Participant. (i) "Direct Report Officer Participant" means an individual who is designated as an officer of Honeywell by the Board, and who is in
 reporting relationship to Honeywell's Chief Executive Officer. (ii) "Non-Direct Report Officer Participant" means an individual who is designated as an officer of Honeywell by the Board, but who is not
 in a direct reporting relationship to Honeywell's Chief Executive Officer. (s) "Pay Continuation" means the component of the Severance Benefit described in Section 5 (a) (i). (f) "Plan Administrator"
means the person defined in Section 10 (a), (u) "Pro Rata Factor" means (i) for the Determination Year in which a Covered Termination occurs, a fraction the numerator of which is equal to the number of
              months which have clapsed from the first day of the calendar month following the Covered Termination through December 31st of the Determination Year, and the denominator of which is twelve,
and (ii) for any subsequent Determination Year, a fraction the numerator of which is equal to the Severance Pay Factor, reduced by the number of calendar months that have clapsed from the first day of the
calendar month following the Covered Termination through December 31st of the year preceding the Determination Year, and the denominator of which is twelve; provided, however, that the Pro Rata
Factor shall never be greater than 1. 0. (v) "Prorated Annual Incentive Compensation" means the component of the Severance Benefit described in Section 5 (a) (ii). (w) "Release" has the meaning set forth in Section 5 (b) of the Plan. Page 3 (x) "Severance Benefit" means the severance benefit described in Section 5 (a) of the Plan. (y) "Severance Pay Factor" means, with respect to any Participant, the
        ber of months of Pay Continuation to which a Participant is entitled as specified in Section 5 (a) (i). (z) "Severance Period "means the period during which a Participant is receiving Pay Continuation or,
but for a lump sum payment of Pay Continuation benefits after a Change in Control in accordance with Section 25 (a), would be receiving Pay Continuation. 4. Participation A Participant shall continue to be
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a eligible for Severance Benefits under this Plan until the earlier of (i) the date the employment relationship with the Company is severed for reasons other than a Covered Termination, or (ii) the date the Participant ceases to satisfy the definition of Participant hereunder, provided, however, any Participant who ceases to satisfy the definition of Participant hereunder on or after a Change in Control shall
           cless continue to be a Participant in the Plan. A Participant who is at any time the subject of a Covered Termination shall continue to be a Participant until all of the benefits to which he or she is
entitled under the Plan, if any, have been paid, 5. Amount and Payment of Severance Benefits (a) Eligibility for Benefits, Subject to subparagraphs (b) – (c) below, a Participant who is the subject of a
Covered Termination shall receive the benefits described in this subparagraph (a). (i) Pay Continuation. (A) Honeywell's Chief Executive Officer shall receive a benefit in an amount equal to thirty-six (36)
months of Base Salary. (B) A Direct Report Officer Participant shall receive a benefit in an amount equal to twelve (12) months of Base Salary or, following a Change in Control, twenty (24) months of Base
Salary. Notwithstanding the foregoing, in the case of any Direct Report Officer Participant who has been a Direct Report Officer Participant continuously since February 10, 2021, eighteen (18) months
be substituted for twelve (12) months. (C) A Non-Direct Report Officer Participant with less than two (2) years of service with the Company shall receive a benefit in an amount equal to six (6) months of
Base Salary. A Non-Direct Report Officer Participant with two (2) or more years of service with the Company shall receive a benefit in an amount equal to nine (9) months of Base Salary. (ii) Prorated
Annual Incentive Compensation. During the Severance Period, Honeywell's Chief Executive Officer or a Direct Report Officer Participant shall receive an amount equal to his or her Annual Incentive
Compensation multiplied by the applicable Pro Rata Factor. No Prorated Annual Incentive Compensation shall be payable for any Determination Year with respect to which the Pro Rata Factor is less than or
         to zero. (iii) Benefit Continuation. To the extent otherwise provided in the applicable plan documents and policies, Participants shall be eligible to contin
Period at active employee coverage levels and active employee contribution rates, if any. Page 4 (b) Benefits Conditioned on Release. Notwithstanding anything in this Section 5 to the contrary, all benefits under this Plan (except benefits provided pursuant to Part II) shall be provided in consideration for, and conditioned upon, (i) the execution and non-revocation of a release by the Participant of all claims,
known or unknown, arising on or before the date of the release against the Company and its officers, directors and employees in the form and manner prescribed by the Company (which release may include cooperation, nondisclosure, non-competition, non-disparagement and confidentiality covenants) (the "Release"), (ii) the affirmation or initial agreement (as the case may be), in a form and manner
prescribed by the Company, of the Participant's obligations under confidentiality, non-solicitation and intellectual property covenants in favor of the Company (which affirmation / initial agreement may be made part of the Release), (iii) the execution of a non-competition agreement by the Participant in favor of the Company in a form and manner prescribed by the Company (which non-competition
            ent may be made part of the Release), (iv) the repayment of any amounts due to the Company, and (iv) the return by the Participant to the Company of all property of the Company, including-
all electronic devices, documents, electronic data, trade secrets, proprietary and confidential information in the Participant's possession, custody or control. A Participant must execute all required documents
including the Release, not later than sixty (60) days after the Participant's Last Day of Active Employment. If a Participant fails to execute such documents within the required time period, the Participant
shall not be entitled to receive Severance Benefits under this Plan. Notwithstanding anything herein to the contrary, if the period during which a Participant has to sign and revoke the Release begins in one
taxable year of the Participant and ends in the Participant's subsequent taxable year, any amounts payable under the Plan will commence in the subsequent taxable year. (e) Suspension of Benefit.
Company may, in its sole discretion, terminate or suspend all Plan benefits upon learning, or having good reason to believe, that the Participant has violated the conditions and covenants described in Section 5 (b). In such ease, any consideration received by a Participant prior to the date of such essation or suspension of Plan benefits shall be considered adequate consideration for the Release and other covenants
hercunder. The Company's right to suspend or terminate Plan benefits hercunder shall not preclude the Company from pursuing other remedies for such violations, including, without limitation, seeking injunctive relief. (d) Nonduplication of Benefits. Any benefit determined to be payable to a Participant under this Plan shall, subject to and consistent with Code Section 409A, be reduced by the amount of
                                   redundancy or employment termination benefit payable to the Participant under (i) any other severance plan sponsored or funded by the Company, (ii) any agreement between
Company and the Participant, whether oral or written, express or implied, relating to termination related benefits, or (iii) any statutory or court mandated entitlement (including entitlements under forcign
law), regardless of whether the benefit determined under such other plan, agreement, statutory or court mandated entitlement is payable at an earlier or a later date than payme
intention of this subparagraph (d) to protect the Company from the payment of duplicative severance, redundancy or employment termination benefits. 6. Form and Timing of Benefit Payments Except as provided in Section 25, any Pay Continuation shall be paid in substantially equal periodic installments corresponding to the Participant's normal payroll period commencing after the Participant's Last Day
of Active Employment. Any Prorated Annual Incentive Compensation shall be paid annually in accordance with the Company's normal practices with respect to the payment of incentive compensation awards. Notwithstanding the foregoing, the Company may, at its sole discretion, delay the commencement of Severance Benefits until the Participant has executed a Release and the time period for revoking
such Release, if applicable, has expired. In such ease, the Page 5 Company shall commence Severance Benefits upon the receipt of the Release or the expiration of the revocation period, as applicable, and any arrearages paid as part of the next payroll period. Payment of Severance Benefits shall cease in the event a Participant (i) accepts re-employment with the Company, or (ii) commences the receipt of his
or her pension benefits from a Company-sponsored defined benefit pension plan. 7. Covered Terminations In order to be eligible for Severance Benefits under Section 5, a Participant must be the subject-Covered Termination. A Covered Termination generally means an involuntary termination of employment initiated by the Company. In no event, however, shall the following events constitute a Covered
Termination: (a) an involuntary termination for Cause; (b) the death of a Participant during active employment; (e) the Participant's failure to timely return to work upon expiration of an authorized leave of
absence. Such a Participant will be treated as having voluntarily resigned from the Company; (d) a termination of employment initiated as a result of a Participant's refusal to accept a transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location; provided in the 
location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination; (e) in the case of a sale or other
disposition of the Participant's subsidiary, division or other business unit or operation, a termination of employment initiated as a result of a Participant's refusal to accept an offer of employment with the
         ssor entity; provided, however, in such case a Covered Termination shall be deemed to have occurred only if the Participant is not offered substantially comparable employment with the successor
entity, as determined by the Plan Administrator, in its sole discretion. Notwithstanding the preceding sentence, a Participant whose employment is terminated within two (2) years following a Change in
Control solely as a result of his or her refusal to accept employment with the successor entity at a location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination; or (f) if the Participant does not return to active employment within eighteen (18) months of commencing a Medical Leave of Absence;
provided, however, if a Participant is medically cleared to return to work (with documentation reasonably acceptable to the Company) before the conclusion of such eighteen (18) month period and is ready
and willing to do so but does not return to active employment because (i) no comparable job for which the Participant is qualified is available, or (ii) such Participant is unable to locate another comparable
Company position within thirty (30) days following his or her return to work, then such Participant shall be treated as having been subject to a Covered Termination. 8. Forfeiture of Benefits Notw
anything in the Plan to the contrary and except as provided in Section 25 (c), the Company reserves the right in its sole and absolute discretion to cancel all benefits under this Plan in the event a Participant
engages in any activity that the Company considers detrimental to its interests, as determined by Honeywell's general counsel or chief human resources officer, or their Page 6 delegees. Activities that the
Company considers detrimental to its interests include, but are not limited to: (a) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit employees of the Company for employment with another company without the written approval of Honeywell; (b) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit customers of the Company; (c) the
           ure of any Company confidential or proprietary information, or the breach of any obligations under the Participant's agreements relating to intellectual property and confidential inform
intentional misconduct that is, or may be, damaging to the property or business of the Company; (e) the commission of a fraud or misappropriation of property, proprietary information, intellectual property or
trade secrets of the Company for personal gain or for the benefit of another party; (f) knowingly making false or misleading statements about the Company or its products, officers or employees to
competitors, customers or potential customers of the Company, or to current or former employees of the Company; (g) a Participant's holding himself or herself out as an active employee of the Company; or
(h) breaching any of the terms of the Release or any intellectual property, confidentiality or noncompetition agreement or covenant. 9. Payment of Benefits Upon Death If a Participant dies after signing and
returning the Release, without revoking the Release, and before all Severance Benefits have been paid, the balance of such payments will be paid to the Participant's estate in a lump sum within sixty (60) days following the Participant's death -10. Administration or disability, or (iii) the occurrence of a ) Plan Administration Change in Control. Except as otherwise provided in Section 26 an Award
Agreement in Award shall vest unless the Participant is a director of the Company on the vesting date. Annual Grants of Stock Options and Restricted Stock Units. Effective beginning with the 2024 Annual Meeting and subject to any limitations set forth in the Plan each Eligible Director who continues in office following the Annual Meeting of Shareowners ("Annual Meeting") shall be
administered receive an equity grant with a total target value of $ 130,000 in Restricted Stock Units, with the number of Shares subject to each grant determined by dividing the Plan Administrator, value by the Fair Market Value as of the date of the Annual Meeting of Shareowners and rounding up to the nearest who whole Share. A grant of Restricted Stock Units shall have vest on the
   rrliest powers and authorities as described in this Section 10. The Plan Administrator shall be the Company's chief human resources officer, or his designee. The Plan Administrator shall serve without
additional compensation. The Plan Administrator shall keep or cause to be kept such records and shall prepare or cause to be prepared such returns or reports as may be required by law or necessary for the proper administration of the Plan. (b) Powers and Duties of Plan Administrator. The Plan Administrator shall have the full discretionary power and authority to (i) construe and interpret the Plan (including, without limitation, supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan); (ii) determine all questions of fact arrising under the Plan, it is the property of the Plan (including the Plan); (ii) additional to the Plan (including the Plan); (iii) additional to the Plan (including the 
   schuding questions as to eligibility for and the amount of benefits; (iii) establish such rules and regulations (consistent with the terms of the Plan) as it deems necessary or appropriate for administration of the
Plan; (iv) delegate responsibilities to others to assist it in administrating the Page 7 Plan; and (v) perform all other—the April 15th immediately preceding acts it believes reasonable and proper in connection with the administration of the Plan. The Plan Administrator shall be entitled to rely on the records of the Company in determining any Participant's first anniversary entitlement to, and the
amount of , Severance Benefits under the Plan. Any determination of the Plan Administrator, including interpretations of the Plan and determinations of questions of fact, shall be final and bindi
parties. The Plan Administrator may retain attorneys, consultants, accountants or other persons (who may be employees of the Company) to render advice and assistance and may delegate any of the authorities conferred on him under this Plan to such persons as he the grant shall determine to be necessary to affect the discharge of his duties hereunder. The Plan Administrator, the Company and its
officers and directors shall be entitled to rely upon the advice, opinions and determinations of any such persons. Any exercise of the authorities set forth in this Section 10, whether by the Plan Administrator or his delegee, shall be final and binding upon the Company and all Participants. (c) Additional Discretionary Authority. The Plan Administrator may, in his sole and absolute discretion, waive the
requirement that a Participant execute a Release or confidentiality, non-competition, non-disparagement, non-solicitation and intellectual property covenants in order to receive Severance Benefits. (d) Indemnification. To the extent permitted by law, the Company shall indemnify the Plan Administrator from all claims for liability, loss, or damage (including payment of expenses in connection with defense
        ast such claims) arising from any act or failure to act in connection with the Plan. 11. Claims and Appeals Procedures Except as provided in Section 26, the Plan's benefit claims and appeals proc
shall be as follows: (a) Any request or claim for Plan benefits shall be deemed to be filed when a written request is made by the claimant or the claimant's authorized representative that is reasonably
calculated to bring the claim to the attention of the Plan Administrator. (b) The Plan Administrator, or his designee, shall respond, in writing, to any claimant's claim for benefits under the Plan. Suc
response shall be provided within 90 days of its receipt by the Plan Administrator or, if special circumstances require and the claimant is so notified, in writing, before the expiration of the initial 90-day
period, within 180 days of its receipt by the Plan Administrator. If the extension is necessary because the claimant has failed to submit the information necessary to decide the claim, the Plan Administrator.
period for responding to such claim shall be tolled until the date that the claimant responds to the request for additional information. The response shall be written in a manner calculated to be understood by
the claimant and shall, in the ease of an adverse benefit determination; (i) set forth the specific reasons for the adverse benefit determination; (ii) contain specific references to Plan provisions relative to the
adverse benefit determination - termination; (iii) describe any material and information; if any, necessary for the claim for benefits to be perfected, and an explanation of service why such material or
information is necessary; and (iv) advise the claimant that any appeal of an adverse benefit determination must be made, in writing, to the Plan Administrator within 60 days after receipt of such adverse
benefit determination, and must set forth the facts upon which the appeal is based. Page 8 (e) If the claimant fails to appeal the Plan Administrator's adverse benefit determination, in writing, withir after its receipt by the claimant (or within 60 days after a deemed denial of the claim), the Plan Administrator's determination shall become final and conclusive. (d) If the claimant appeals the Plan
                           dverse benefit determination in a timely fashion, the Plan Administrator shall re-examine all issues relevant to the original denial of benefits. Any such claimant or
representative may review any pertinent documents and records, including documents and records that were relied upon in making the benefit determination, documents submitted, considered or generated in
the course of making the benefit determination (even if such documents were not relied upon in making the benefit determination), and documents that demonstrate compliance, in making the benefit
determination, with the Plan's required administrative processes and safeguards. In addition, the claimant or his duly authorized representative may submit, in writing, any documents, records, comments or
                         n relating to such claim for benefits. In the course of his review, the Plan Administrator shall take into account all comments, documents, records and other information submitted
                                       rized representative relating to such claim, regardless of whether it was submitted or considered as part of the initial benefit determination. (e) The Plan Administrator shall advise
the claimant and such claimant's representative, in writing, of its decision within 60 days of receipt of the written appeal, unless special circumstances require an extension of such 60- day period for not more
than an additional 60 days. Where such extension is necessary, the claimant shall be given written notice of the delay before the expiration of the initial 60-day period, which notice shall
for the delay and the date the Plan Administrator expects to render its decision. In the event of an adverse benefit determination on appeal, the Plan Administrator shall advise the claimant, in a manner
  alculated to be understood by the claimant, of (i) the specific reasons for the adverse benefit determination, and (ii) the specific Plan provisions on which the adverse benefit determination was based. The
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Plan Administrator's written notice will advise the claimant of his or her right to receive, upon request and free of charge, copies of all documents, records and other information relevant to such claim. (f) In

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the event of an adverse benefit determination after the Plan Administrator's review, the claimant's sole remedy shall be to file an action in court. The Plan's claims procedures do not create any independent
rights to Plan benefits. A current or former Participant who files a claim for Plan benefits must satisfy all Plan requirements, including the requirements of Section 5 (b), in order to be entitled to benefits. 12.
Time Period for Filing a Claim or a Lawsuit Against the Plan, the Company or Plan Fiduciaries; Restrictions on Venue (a) Any claim for Plan benefits must be filed in writing with the Plan Adminis
within sixty (60) days after the current or former Participant knew or should have known of his / her putative right to Plan benefits. However, in no event will any claim be considered timely if it is filed more
than one hundred eighty (180) days after the date a current or former Participant's employment with the Company is terminated. Requests or claims submitted more than sixty (60) days after a current or
former Participant knew or should have know of his / her potential right to Plan benefits, or one-hundred eighty (180) days after the date his / her employment with the Company is terminated, are dec
waived by the claimant and considered time-barred (b) Any lawsuit against the Plan, the Company, the Plan Administrator, or any other Plan fiduciary, must be filed no later than the six (6) month
anniversary of the following, as applicable: (i) the date the claim or appeal is denied by the Plan Administrator, or (ii) the date the claimant knows, or should reasonably know, that the claim has be
treated as being, denied (e. g., if the claim, or the appeal in the ease of an adverse benefit determination, is not denied within the time limits described in Section 11 above). Page 9 (e) Any action in
                                     ust be filed in the United States District Court for the Western District of North Carolina. 13. Unfunded Obligation All benefits payable under this Plan shall constitute an unfu
obligation of the Company, Payments shall be made, as due, from the general funds of the Company. This Plan shall constitute solely an unsecured promise by the Company to pay severance benefits to
       ipants to the extent provided herein. 14. Inalienability of Benefits No Participant shall have the power to transfer, assign, anticipate, mortgage or otherwise encumber any rights or any amounts payable
under this Plan; nor shall any such rights or amounts payable under this Plan be subject to scizure, attachment, execution, garnishment or other legal or equitable process, or for the payment of any debts,
judgments, alimony, or separate maintenance, or be transferable by operation of law in the event of bankruptey, insolvency, or otherwise. In the event a person who is receiving or is entitled to receive
benefits under the Plan attempts to assign, transfer or dispose of such right, or if an attempt is made to subject such right to such process, such assignment, transfer or disposition shall be null and void. 15.
           ding The Company shall have the right to withhold any taxes required to be withhold with respect to any benefits due under this Plan. 16. Amendment or Termination Except to the extent otherwise
provided in Section 27, Honeywell reserves the right to amend or terminate the Plan at any time without prior notice to or the consent of any employee. No amendment or termination shall adversely affect the rights of any Participant whose employment terminated prior to such amendment or termination. However, except as provided in Section 27, any Participant whose employment continues after amendment of
                          overned by the terms of the Plan as so
                                                                            amended. Any Participant whose employment continues after termination of the Plan shall have no right to a benefit under the Plan. Any amendmen
or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A, securities, tax or other laws, rules, regulations or regulatory
                  s thereof that apply to the Plan. Page 10 17. Plan Not a Contract of Employment Nothing contained in this Plan shall give an employee the right to be retained in the employment of the
Company. This Plan is not a contract of employment between the Company and any employee. 18. Action by the Company Unless expressly indicated to the contrary herein, any action required to be taken
by an entity may be taken by action of its governing body or by any appropriate officer or officers traditionally responsible for such determination or actions, or such
designated by such governing body, officer or employee. 19. Governing Law The Plan is an employee welfare benefit plan within the meaning of Section 3 (1) of ERISA, and will be construed in accordance with the provisions of ERISA and the laws of the State of North Carolina. 20. Severability If any provision of this Plan (other than Section 5 (b)) shall be held illegal or invalid for any reason, said illegality or
invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein. If Section 5 (b) shall be held
illegal or invalid for any reason, said illegality or invalidity shall nullify the remainder of this Plan with respect to the affected Participants. 21. Code Section 409A (a) Notwithstanding any provision of the
Plan to the contrary, if required by Code Section 409A and if a Participant is a "Specified Employee" (as defined below), no benefits shall be paid under this Plan during the "Postponement Period" (as defined below). If a Participant is a Specified Employee and payment of benefits is required to be delayed for the Postponement Period under Code Section 409A, the accumulated amounts withheld on
                   de Section 409A shall be paid in a lump sum payment within 30 days after the end of the Postponement Period and no interest or other adjustment shall be made for the delayed payment. If the
Participant dies during the Postponement Period prior to the payment of benefits, the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within sixty (60) days after the Participant's death - (b) This Plan is intended to meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A.
Notwithstanding anything in the Plan to the contrary, if required by Code Section 409A, payments may only be made under this Plan upon an event and in a manner permitted by Code Section 409A, to the
extent applicable. For or disability purposes of Code Section 409A., the right to a series of payments under the Plan shall be treated as a right to a series of separate payments. All reimbursements and in
kind benefits provided under the Plan shall be made or provided in accordance with the requirements of Code Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses eligible for reimbursement during the period of time specified in the Plan; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect
the expenses eligible for reimbursement, or in-kind benefits provided in any other calendar year; (iii) the reimbursement occurrence of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefit is not subject to liquidation or exchange for another benefit. In no event may a
Participant designate the year of payment for any amounts payable under the Plan. Page 11 (e) Notwithstanding any provision of the Plan to the contrary, any payments of Severance Benefits under this Plan
that (i) are, or may be, deferred compensation subject to Code Section 409A ("409A Severance Benefits"), and (ii) are subject to a Release, where the period for execution and non-revocation of the Release
spans more than one calendar year, any payment of 409A Severance Benefits that is contingent on the execution of the Release shall not be paid until the second calendar year, or later if required by the
applicable terms of the Plan. In no event may a Participant, either directly or indirectly, designate the calendar year of payment of any 409A Severance Benefits. (d) For purposes of this Section 21, the following definitions apply: (i) "Specified Employee" means a Participant who, at any time during the 12-month period ending on the identification date, is a "specified employee" under Code Section
409A, as determined by the Vice President - Compensation and Benefits (or his delegee), which determination of "specified employees," including the number and identity of p
employees "and identification date, shall be made by the Vice President - Compensation and Benefits (or his delegee) in accordance with the provisions of Code Sections 416 (i) and 409A. (ii)
Postponement Period "means, for a Specified Employee, the period of six months after the Specified Employee's Last Day of Active Employment (or such other period as may be required by Cod 409A) during which deferred compensation may not be paid to the Specified Employee under Code Section 409A. Page 12 SPECIAL PROVISIONS THAT BECOME EFFECTIVE ONLY UPON
CHANGE IN CONTROL 22. Applicability (a) Except to the extent otherwise indicated, the provisions of this Part II apply only to Honeywell's Chief Executive Officer and Direct Report Office
Participants (collectively "CIC Participants"). Such provisions become effective upon a Change in Control and, or in addition to the provisions of Part I that are not superseded by provisions of this Part II, shall control (i iv) the voluntary determination—termination—of eligibility service on for—or—after the amount of, and the time of payment of benefits under the Plan to any CIC Participant who is the
subject of a Covered Termination that occurs within the two (2) year period following the Change in Control, (ii) the terms of payment for any CIC Participant whose Severance Period extends beyond the Change in Control, and (iii) the determination of eligibility for, the amount of, and the time of payment of benefits under Section 24 of the Plan to any Participant. (b) It is intended that this Part II will assure
that CIC Participants will not be adversely affected by the unique circumstances that may exist following a Change in Control. The provisions of this Part II will have no effect whatsoever prior to a Change in Control. 23. Definitions (1) "Annual Incentive Compensation" means, notwithstanding the provisions of Section 3 (b), the product of (i) Annual Base Salary, and (ii) the greater of (A) the Incentive
Award Target Percentage for the most recent Determination Year ended prior to the Change in Control, or (B) the average of the Incentive Award Target Perce
                                                                                                                                                                                                                     tages applied in determining the CIC
                s tenth anniversary Incentive Award in the last three Determination Years prior to the date of Covered Termination (or such lesser period as the CIC Participant may have been employed). (2) "
         <sup>5</sup> has the same meaning as under Part I; provided, however, in the case of a Board member determination under Part II of the Plan, Cause shall be determined by the New Plan Administrate
Covered Termination "means, in addition to the circumstances described in Section 3 (i), a severance of the employment relationship at the initiative of a CIC Participant for Good good standing Reason.
                           means any one or more of the following: (1) A material change in the CIC Participant's position, duties and / or responsibilities as they existed in the period immediately preceding the
Change in Control; (2) Any significant reduction in the CIC Participant's Base Salary or Annual Incentive Compensation; (3) Any significant reduction in the economic value of awards granted under any Company long-term incentive plans in which the CIC Participant participated prior to a Change in Control, or the successors thereto; (4) Any geographic relocation of the CIC Participant's position to a new
location that is more than fifty (50) miles from the location of the CIC Participant's position immediately prior to a Change in Control; (5) Any action by the Company that, under applicable law, constitutes
constructive discharge; or Page 13 (6) The failure of any Honeywell Employer that is a successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to honor this Plan; if such assumption is legally required to make this Plan enforceable against the successor. For purposes of this Section 23 (d), the term " significant reduction" shall mean a reduction or series of reductions with respect to the same form of benefit or remuneration that are greater than 10 %, or which do not affect substantially all persons covered by the plan or program in
question. Notwithstanding the foregoing, Good Reason shall not be deemed to have occurred unless the CIC Participant provides written notice to Honeywell identifying the event or
reason for a Good Reason termination within ninety (90) days following the first occurrence of such event or omission. Within thirty (30) days after such notice has been provided to Honeywell, Honeywell shall have the opportunity, but shall have no obligation, to cure such event or conditions that give rise to a Good Reason termination. If Honeywell fails to cure the events or conditions giving rise to a CIC
Participant's Good Reason termination by the end of the thirty (30) day cure period, the CIC Participant's employment shall be terminated effective as of the expiration of such thirty (30) day cure period unless the CIC Participant has withdrawn such Good Reason termination notice. (5) "Honeywell Employer" means the Company and any other person, organization or entity that becomes bound by the
terms of the Plan by operation of law, or agrees in writing to be bound by the terms of the Plan for a period of time that extends at least through the two-year period following a Change in Control. (6) "New Plan Administrator" shall mean such person or persons appointed pursuant to Section 26 to administer the Plan upon the occurrence of a Change in Control. 24. Enhancement Benefit (1) If, following a
Change in Control, any payment to a CIC Participant from a Honeywell Employer or from any benefit or compensation plan or program sponsored or funded by a Honeywell Employer is determined to be an "excess parachute payment" within the meaning of Section 280G or any successor or substitute provision of the Code, with the effect that either the CIC Participant is liable for the payment of the tax
described in Section 4999 or any successor or substitute provision of the Code (hereafter the "Section 4999 tax "), or the Honeywell Employer has withheld the amount of the Section 4999 tax, an additi
benefit (hereafter the "Enhancement Benefit") shall be paid from this Plan to such affected CIC Participant. (2) The Enhancement Benefit payable shall be an amount that, when added to all payments
constituting "parachute payments" for purposes of Section 280G or any successor or substitute provision of the Code, is sufficient to cause the remainder of (i) the sum of the "parachute payments
including any Enhancement Benefit, less (ii) the amount of all state, local and federal income taxes and the Section 4999 tax attributable to such payments and penalties and interest on any amount of Section 4999 tax, other than penalties and interest on any amount of Section 4999 tax with respect to which an Enhancement Benefit was paid to the CIC Participant on or before the due date of the CIC Participant
federal income tax return on which such Section 4999 tax should have been paid, to be equal to the remainder of (iii) sum of the "parachute payments," excluding any Enhancement Benefit, less (iv) the
amount of all state, local and federal income taxes attributable to such payments determined as though the Section 4999 tax and penaltics and interest on any amount of Section 4999 tax, other than penaltics
                               ount of Section 4999 tax with respect to which an Enhancement Benefit was paid to the CIC Participant on or before the due date of the CIC Participant's federal income tax
which such Section 4999 tax should have been paid, did not apply. Page 14 (3) The provisions of this Section 24 shall only apply to any CIC Participant who was a CIC Participant on December 31, 2009.
For the avoidance of doubt, no CIC Participant who becomes a CIC Participant on or after January 1, 2010 shall be eligible for the Enhancement Benefit described in this Section 24. If it is determined that
such a CIC Participant is entitled to receive payments, benefits and other compensation from the Honeywell Employers (whether paid or payable pursuant to the terms of this Plan or otherwise) that would subject the CIC Participant to an excise tax under Section 4999 of the Code, then the CIC Participant may elect to receive either (i) all payments, benefits and other compensation from the Honeywell
Employers less any applicable income taxes and the excise tax imposed under Section 4999 of the Code (i. e., without any Enhancement Benefit), or (ii) the amount that maximizes the payments, benefits and
               ensation from the Honeywell Employers to the CIC Participant without causing any such payment, benefit or other compensation to be an "excess parachute payment" (as defined under Section
280G of the Code and regulations and rulings thereunder), less any applicable income taxes. 25. Benefit Payments and Forfeitures (a) Benefit Payments. Notwithstanding the provisions of Section 6, benefit that are determined to be payable to a CIC Participant under Sections 5 (a) (i) and 5 (a) (ii) on or after a Change in Control shall be paid within thirty (30) days following the later of the Change in Control or
                                  in a single payment equal to the sum of (i) the total amount of the benefit remaining payable under Section 5 (a) (i), and (ii) the amount of the benefit remaining payable under
Section 5 (a) (ii) for all Determination Years which are coextensive, in whole or part, with the Severance Period; provided, however, that the single tump sum payment pursuant to this Section will only be paid if the Change in Control constitutes a "change in control event" under Section 409A of the Code. Otherwise, the payment shall be paid (or continue to be paid, if in pay status) in the same form and a
the same times as provided under Section 5 (a). The requirements of Section 5 (b) shall have no application to benefits payable after a Change in Control. Benefits that are determined to be payable to a CIC Participant under Section 24 shall be paid within thirty (30) days following the later of a Change in Control or the date the "parachute payments" referred to in Section 24 are made, in a single payment equal
to the amount of the benefit determined under Section 24 (b). If any benefit is paid later than the time provided in this Section 25 (a), such late payment shall be credited with interest for the period from the date payment should have been made to the date actually made at a rate equal to the average quoted rate for three-month U. S. Treasury Bills for the week preceding the date of payment, as determined by in
the New sole and absolute discretion of the Committee). Future Changes to Schedule A. Notwithstanding any provision of the Plan to Administrator, plus six percentage points. (b) Subsequent Benefit Payments. Notwithstanding the contrary or the foregoing provisions of Section 6, in the event the Internal Revenue Service assesses a Section 4999 tax due which is in excess of the amount determined by
                                                                                                                                                                                                                                              nts. (b) Subsequent Benefit
the Honeywell Employer under Section 24 (b), a CIC Participant shall be paid, within thirty (30) days following the date the CIC Participant gives notice to the New Plan Administrator of proof of payment
of the Section 4999 tax, in a single payment an amount equal to the amount of the additional benefit determined under Section 24 (b), based upon the amount of the Section 4999 tax paid in excess of any
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Section 4999 tax with respect to which any Enhancement Benefit was previously paid. If any benefit is paid later than the time provided in this Board Policy Section 25 (b)-, such late payment shall be
eredited with interest for the period from the date payment should have been made to the date actually made at a rate equal to the average quoted rate for three-month U.S. Treasury Bills for the week
        eding the date of payment, as determined by the New Plan Administrator, plus six percentage points. (e) Forfeiture of Benefits. Notwithstanding the provisions of Section 8, a CIC Participant receiving
 benefits or entitled to receive benefits under the Plan shall cease to receive such benefits under the Plan and the right to receive any benefits in the future under the Plan shall be forfeited, in the event the CIC
 Participant, as determined by the New Plan Administrator, (i) is convicted of a felony committed against a Honeywell Employer, its property or business, (ii) Page 15 commits any fraud or misappropriates
property, proprietary information, intellectual property or trade secrets of a Honeywell Employer for personal gain or for the benefit of another party, or (iii) actively recruits and offers employment to any management employee of a Honeywell Employer. 26. Administration (a) New Plan Administrator. On or before a Change in Control, the Company shall appoint a person independent of the Company to b
 the New Plan Administrator upon the occurrence of a Change in Control and the Plan Administrator shall provide to the New Plan Administrator such information with respect to each CIC Participant in the
Plan as shall be necessary to enable the New Plan Administrator to determine the amount of the Severance Benefits that are then, or may thereafter become, payable to such CIC Participants. Upon a Change
 in Control, the New Plan Administrator shall have the authority invested in the Plan Administrator under Section 10 (b), and claims for benefits shall be subject to the claims and appeals procedures outlined
in Section 11. (b) Attorneys Fees and Costs. If a CIC Participant is paid or is determined to be entitled to receive benefits by a court of competent jurisdiction, the Honeywell Employer shall immediately pay
 or reimburse the affected CIC Participant for the full amount of any attorneys' fees and other expenses the affected CIC Participant incurred in pursuing his or her claim for benefits, including claims in
during the claims and appeals portion of the process. The payment or reimbursement shall include the reasonable hourly rates charged by the CIC Participant's attorneys, any and all other expenses related to
 the action incurred by or on behalf of the affected CIC Participant, the costs and expenses of any experts utilized to prepare the claim, and any court costs assessed against the affected CIC Participant. (e)
Declaratory Judgment. CIC Participants may bring a claim under this Section 26 to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under
                                                ing his or her position with the Honeywell Employer. 27. Amendment or Termination This Plan may not be amended or terminated after a Change in Control; provided, however, the
Plan may be amended if the purpose of the amendment is to increase benefits hereunder or if the purpose of the amendment is to comply with Section 409A of the Code. 28. No Waiver No waiver by a CIC Participant at any time of any breach by a Honeywell Employer of, or of any lack of compliance with, any condition or provision of this Plan to be performed by the Honeywell Employer shall be deemed a
waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. In no event shall the Board amend failure by a CIC Participant to assert any right under the Plan (including, but not limited to, failure to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under this Part II) be deemed a waiver of such right
or any other right provided under the Plan, it being intended that a CIC Participant who has perfected a right under the Plan (including, but not limited to, a CIC Participant's right to trigger his own Good Reason termination under this Part II) shall be entitled to assert that right in accordance with the terms of the Plan unless the CIC Participant affirmatively elects, in writing, to waive such right. 29. Company
 Policies All benefits granted under the Plan shall be subject to any applicable clawback or recoupment policies, share trading policies and other policies that may be implemented by the Board Policy to
increase the total target value of the annual grants to Eligible Directors above $ 300 Page 16 from time to time, including such policies set forth in 000, without the approval of the Company's shareowners Corporate Governance Guidelines, as such policies may be amended from time to time, subject to and consistent with Section 409A of the Code. "Page 17-EXHIBIT 10. 70-lbolded @yahoo.eom 65 2101 City West Boulevard Houston, Texas 77042 Re: Offer Letter Dear Lucian: I am pleased to confirm our offer to you to become President and Chief Executive Officer, Industrial Automation Honeywell Performance Materials & Technologies (Executive Band), based in Houston, Texas, reporting directly to me. The effective date of Your your new role first day of employment-will be January 1
mutually agreed upon, but is expected to be in the first week of October 2022 2024. "Effective Date"), subject to the terms and conditions of this offer letter. In this position, you will remain an Executive Officer of Honeywell. In connection with your new role, you will be entitled to the following compensation and benefits package: Base Salary: Your annual base salary will be remain $800,000. 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 2023 2024. Annual Incentive Compensation: Your target incentive compensation opportunity will be remain at 100 % of your annual cash base salary earnings during the year. Incentive compensation awards are paid in the first quarter of the following year (e. g., 2023 for 2022 services). Solely for purposes of determining your incentive
compensation award for 2022, you shall be treated as if your Effective Date was January 1, 2022. Annual Long-Term Incentive Awards: You If approved, you will be eligible for a long-term incentive ("LTI") award for 2022 with a grant date value equal to $3,400,000. Beginning in 2023, you will be eligible for annual long-term incentive ("LTI") awards with a target grant date value of $3,800,000.
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. T size and mix of your annual LTI awards will be determined by the Management Development and Compensation Committee (*MDCC ") of the Company's Board of Directors based on your
                                                                                                                                                                                                                                                                                                                                      npany in its discretion. The actual
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 , which include forfeiture provisions in the event you voluntarily resign your employment from Honeywell with less than 60 days' notice. 2-Moreover, Honeywell and the MDCC reserve the right to modify the design or mix of
                                    gram in the future - SIGN - ON AWARDS 1 As a corporate officer of Honeywell, your compensation must be officially approved by the Management Development and Con
Committee of the Company's Board of Directors ("MDCC"). It is expected that your compensation package will be retroactively approved at the next regularly scheduled meeting of the MDCC, which is
expected to be on or about September 30, 2022. 2 Your 2022 LTI grant shall be subject to the same special vesting continuation rules in the event of your involuntary termination other than for Cause as
described below with respect to your Replacement RSUs. Page 1 of 20 You will receive a cash sign- on bonus of $ 200, 000, payable within 30 days of your start date. By signing this offer letter below, you agree to repay Honeywell the gross sign- on bonus amount in one lump sum if you (i) resign your employment with Honeywell, for any reason, or (ii) are involuntarily terminated for Cause (as defined
below), within 24 months of your Effective Date. If you do not repay Honeywell the sign- on bonus when due, you authorize Honeywell to deduct the repayment owed from your final paycheck or from any other monies payable to you by Honeywell. Honeywell management will seek approval for the award of restricted stock units ("RSUs") from the MDCC with a grant date value equal to $ 4, 900, 000 (the
Replacement RSUs "). The Replacement RSUs shall be granted under, and shall be subject to the terms of, the applicable Stock Incentive Plan of Honeywell International Inc. and its Affiliates and gove by the relevant award agreement. The Replacement RSUs will vest 40 % / 40 % / 20 % on the first, second and third anniversaries of the grant date, provided in all cases you continue to be employed by
by the Felevalit award agreement. The repractness recovery and the state of the recovery and the re
seheduled. If your employment is involuntary terminated for a reason other than Cause more than 18 months after your Effective Date, all remaining unvested Replacement RSUs will continue to vest as
scheduled. The Replacement RSU grant is subject to the approval of the MDCC, which has complete discretionary authority with respect to whether to approve such grant and, if so, the terms and conditions thereof. Approval will be sought at the next MDCC meeting, expected to be on September 30, 2022. The Replacement RSU grant will be effective as of the later of the date the MDCC approves the grant or
your first day of active employment. 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 $ 20,000,000 of personal liability umbrella coverage per occurrence. Page 1 of 4 * Executive Severance: The Officer Severance Plan currently provides
for 12 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). Notwithstanding the foregoing, your benefit, if any, under the Officer Severance Plan shall be 18 months of base salary continuation and target bonus. 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 covenar
 receiving executive severance benefits. For additional information, please consult the actual plan document. Details of additional executive benefits are outlined in Exhibit A. 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 Ov
Guidelines, as a mended from time to time. A copy of the Stock Ownership Guidelines will be separately provided to you. Page 2 of 20 RELOCATION You hereby agree to relocate to the Houston, Texas area no later than six (6) months following your Effective Date. You will be eligible for relocation assistance in accordance with the Company's Officer Level relocation guidelines. If you fail to so relocate within six (6) months following your Effective Date. You will be eligible for relocation assistance in accordance with the Company's Officer Level relocation guidelines. If you fail to so relocate within six (6) months following your Effective Date (or such later date as may be extended by me, in consultation with the Company's Chief Human Resources Officer, in our sole and absolute discretion), you agree that you will be (i) treated as a voluntary quit for all purposes, including but not limited to this Offer Letter, Honeywell's relocation policy, severance benefits and equity awards, and (ii) separated from the Company. PRE - EMPLOYMENT REQUIREMENTS Upon your acceptance of this offer, a Honeywell representative will contact you regarding certain pre-employment requirements that need to be completed prior to your start date (e. g., drug sercen, I-9 completion, paycheck direct deposit, etc.). NOTE: Your offer is contingent upon a satisfactory background check, proof of full COVID-19 control of the property of the proof of the control of the proof o
                                                                                          l vaccination status means you have received (i) the second dose in a two-dose vaccine (c. g., Pfizer or Moderna), (ii) a single-dose vaccine (c. g., Johnson &
Johnson / Janssen), or (iii) a booster shot if the Company has mandated booster shots. INTELLECTUAL PROPERTY AND NON- COMPETITION AGREEMENTS As a condition of this employment offer,
you are required to execute (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 Management Employees" ("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. Lucian, we very much are excited to be extending this
offer to you and look forward to working with you in your new role. Your experience and background will be are an assets—asset to our Company and we sincerely hope that you will accept this offer and join us. Page 2 of 4 If you have any questions or need any further information about our offer, please contact me directly. Congratulations, President & Chief Operating Officer Read and Accepted: Page 3 of 20 / s / Lucian Boldea October 7, 2023 LUCIAN BOLDEA (H526743) Date 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 (including Exhibit
A) 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
Page 3 of 4 EID of 20 EXHIBIT A EMPLOYEE BENEFITS Savings Plan: Document Category Upon employment, you are eligible to participate in Honeywell's 401 (k) savings Plan "Servings Plan "Servings Plan".

Please refer to the Savings Plan's SPD for further details about your contributions and the Company's matching contributions are made in Honeywell stock. The Company's matching contribution is fully vested after three (3) years of service at Honeywell. You will be able to direct the investment of your contributions to the Savings Plan among a number of attractive investment
 opportunities. After you become vested in your Company match account, you will similarly be eligible to direct the investment of those funds. Your current savings in a qualified 401 (k) plan may be eligible
    be rolled over to the Savings Plan. Medical and Dental Plans. Hiring Document Type Honeywell's medical and dental plans provide competitive and comprehensive coverage
first day of employment. The Company's health plans cover pre-existing conditions if you enroll within 31 days of first becoming eligible for the plans. Short Term Disability (STD): Offer Letter * For A benefit of up to 6 months base salary will be provided. Long Term Disability (LTD): The plan provides 60 % of your base salary and incentive compensation target up to a maximum of $ 30,000 per month.
This plan is fully contributory. Life Insurance: • Group Life will be provided on a non-contributory basis in an amount equal to one and one-half (1-1/2) times your base salary. Additionally, Group
Universal Life is available; equal to eight (8) times base salary and is contributory on an attractive group basis. Group Universal Life amounts over $ 250,000 are subject to evidence of good health.
Accidental Death and Dismemberment insurance will be provided on a non- contributory basis in an amount equal to one and one- half times your base salary. Additionally, Accidental Death and Dismemberment insurance is available on a contributory basis and provides a benefit up to a maximum of eight (8) times your base salary. Business Travel Accident insurance is provided on a non-
 contributory basis, and provides a death benefit in the case of a business- related accident, of up to five (5) times your annual base salary (up to a maximum of $ 2.0 million). Exec
employee Employee File Management Purpose Only benefits will terminate as of your last day of active employment except to the extent otherwise provided in the applicable plan document or as required by law. Page 5-4 of 4-20 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 Honeywell Confidential Information supplied to me, I understand and agree that to the following: 1. Noncompetition 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
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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 in the course conditions of my employment with this paragraph are no greater than is necessary or for protecting provision of services to Honeywell's interests in -1
have and will become familiar with Confidential Information concerning Honeywell, and in Inventions to which its-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 businesses—business of Honeywell or to Honeywell's actual or demonstrably anticipated
     search 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 employees 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 / Made during the period of time I am / was-employed by Honeywell, will promptly notify Honeywell's Law Department in writing.4. Cooperation with Honeywell and Assignment of Rights. In addition to the foregoing assignment of
time I am **wa* 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); (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 Page 12 of 20 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 Honeywell's patents, business methods. copyrights, business systems. strategic plans mask work rights, plans trade secret rights and other legal protections for acquisition 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 IP Agreement—US NON- CALIFORNIA—R Page I of 9 Revised 05-11-2019 execute any
 lawful document Honeywell requests me to execute relating to obtaining, maintaining, asserting or enforcing legal protection or 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, disposition depositions of products and testimony. In the event that Honeywell is unable, expansion plans after reasonable effort, financial status 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 and—an plans. Invention or right mentioned above, financial data for any other reason whatsoever, customer. I hereby irrevocably designate and appoint Honeywell and lists—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 and—an data-integral part of this Agreement, and personnel-I have
completely identified (without disclosing any trade secret or other confidential information -) every Invention | understand 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 part to the Inventions listed on Schedule A or those that are the subject matter of my continued employment with Honeywell, an issued patent or a printed publication at the time is sign this Agreement 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 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, at any time during or after my employment with Honeywell misappropriate, use except in the course of
performing my duties for or Honeywell, disclose , disseminate, make available or use Honeywell's Confidential Information - except in furthering Honeywell's business nor will lagree 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 / Made during the period of time I am / was 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 my the period of time I am
employment - employed and by Honeywell or for a period of two (2) years following my Termination of Employment with Honeywell for any reason, in I will not become employed by, perform so there with the faithful to the faithful the faithful
performance 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 sin
 geographic area as a Protected Honeywell Business (as defined below). Lacknowledge that (i) Honeywell's business is conducted around the world; (ii) notwithstanding Honeywell's state of which
 incorporation or the location of its it could 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 reasonably anticipated conducting business around the world in furtherance of Honeywell's business and its relationships. A "Competing Business" shall mean any bu
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 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
                                           well 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. Page 6 of 20 For purposes of the foregoing, I acknowledge that I will be deemed to have knowledge of ...., breach of the provisions of this Agreement would us
inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in ease of any such breach or threatened breach. Lacknowledge and agree Honeywell may apply to any or equity of competent jurisdiction for—or disclose specific performance and / or injunctive relief in ease of any such breach or threatened breach. Lacknowledge and agree Honeywell information and tangible things embodying or containing Honeywell's Confidential Information are Honeywell's exclusive property. I have access to them solely enforce performing the duties of my employment by Honeywell entitude access to eustomers, and additional good and valuable consideration. Lexpressly acknowledge will protect the confidentiality of their content and agree 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 each 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
     onfidence to a federal, state or local government official, either directly or indirectly, or to and an every restraint imposed by this attorney if such disclosure is made solely for the purpose of re
investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or IP Agreement - US NON- CALIFORNIA - R Page 2 of 9 Revised 05- 1- 2019 other document filed in a lawsuit or other proceeding, if such filing is made under seal reasonable with respect to subject matter, duration and geographical scope 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
liabilities created by Page 8 of 20 controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling. 5-7. Confidential Information from Previous Employment.I certify that I have not, and will not, disclose or use (d) 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 / was ever placed in a position where I will be (was) required or am / was given an assignment that will / did require me to use, directly
or indirectly, any trade secrets or confidential information of any person, previous employer or any third party, I will / did promptly inform Honeywell's Law Department and my supervisor before I undertake /
undertook 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 in present the appearance to any such third party that I may have used or disclosed such information. If fail (ed-)ho 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 Binding—including termination of my employment. 8. Prior Restrictive Obligation. On Schedule B, which is an integral part of this Agreement, Amendment I have completely identified all prior obligations (written and oral) that restrict my ability to perform the duties of my employment by Honeywell. Successors including all confidentiality agreements and covenants restricting future employment. 9. Nonsolicitation of Honeywell Employees
I acknowledge that of any person, previous employer or any third party, I will / did promptly inform Honeywell's Law Department and my supervisor before I undertake / undertook 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 (ed) 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 (ed) 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 continu
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, Page 14 of 20 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, IP Agreement – US NON-CALIFORNIA – R Page 3 of 9 Revised 05- 1- 2019 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
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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 my Termination the end of my Employment 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 / were (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:(1) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;(2) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and (3) 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.1 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.1 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 agreements 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 the restrictions in Paragraph 1 and the other terms in
this Agreement are to be read consistent with the terms of any other noncompete intellectual property, trade secret or other 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. No waiver 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
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. IP Agreement — US NON- CALIFORNIA — R Page 4 of 9 Revised 05-1-2019 16. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement will would be inadequate effective unless it is in writing and signed by therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys es and costs incurred in enforcing the terms of the s-chief human resources officer or his / her designee. 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 then- current employer that may also include but not be limited superseded or amended by any other agreement between myself and Honeywell unless such agreement specifically and expressly states that it is intended to superseded this contract damages, lost profits and punitive damages. 17. Successors; Binding Agreement and is reconstructed to a horse of the properties of the part of the profit of the part 
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. Only 6. Acknowledgement of Receipt. I acknowledge that I received a copy of written amendment executed by both Honeywell and me can modify this
     greement 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 18 7. Effective
     greement. This...... 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 inciples of conflicts of law. Hereby consent to 19. Validity. It is the desire exclusive jurisdiction and intent venue in the federal and state courts of the parties hereto that State of North Carolina,
Mecklenburg County, for the resolution provisions of all disputes arising under, or relating to, this Agreement shall be enforced to the fullest extent legally- permissible. 10 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
 respect to the operation of such provision (s) in the particular jurisdiction in which such adjudication is made. In Additional—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 —(1) "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) Page 16 of 20 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
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 industry industries in which Honeywell is engaged, which may be disclosed to me or which that I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which that includes, without limitation, any information, whether patentable, patented or not, relating to any, 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 Page 9 of 20-relating to any research databases. development, manufacture, purchasing, engineering, know- how, business plans, marketing plans, sless 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, 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 Confidencial Information, (2): "Honeywell Control of Page 10 formation by a by the products in a plans of plans in page 10 formation by the page 10 formation in page 10 formation 
Confidential Information. (2) "Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having tis headquarters in a place of business. Charlotte, Mecklenburg Country, North Carolina), its predecessors, designees and IP Agreement – US NON- CALIFORNIA – R Page 5 of 9 Revised 05-1-2019 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. (3) "Invention Look Back Period." 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.

(4) "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, (5) "Moral Rights "means—mean the any rights two—to claim authorship of or credit (2) year period ending—on an assigned Invention, to object to or prevent the date-modification or destruction of my Termination 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." (6) "Solicit" or "soliciting" includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not). (7) "Termination of Employment" means shall be defined as any separation
                                                                                                                                                                                                                                                                                                                                                                                                     means 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. 41-21. 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. Have earefully read this /s / Lucian Boldea October 7, 2023 LUCIAN BOLDEA (H526743) Date IP Agreement – US NON- CALIFORNIA – R Page 6 of 9 Revised 05-1-2019 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 . <del>I understand and accept</del>
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Attach additional sheets if more space its—is terms needed. [P]-I understand and agree that I will continue to be bound by the provisions of this Agreement — US NON- CALIFORNIA — R after my employment with Honeywell, has ended-Page 10-70 (20 ADDE-INDLM) Revised 05-1-2019 SCHEDULE B DO YOU I HAVE ANY PRIOR OBLIGATIONS (WRITTEN OR ORAL) THAT WOWLD 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. IP Agreement—US NON- CALIFORNIA — R Page 8 of 9 Revised 05-1-2019 Document Type: Intellectual Property (IP) Agreements NONCOMPETE AGREEMENT FOR SELECT MANAGEMENT EMPLOYEES EMPLOYED AS PRESIDENT & CHIEF EXECUTIVE-OFFICER HONEYWELL PREFORMANCE MATERIALS & TECHNOLOGIES Pursuant In consideration of your role as a select management employee of Honeywell, your employment, continued employment, compensation, eighblity for any future discretionary raises or merit increases, eligibility for any future buss, awards or payments under any Honeywell incentive compensation or equity programs or plans, and the equipment, materials, facilities and Confidential Information supplied to Paragraph you, you agree to the following: 1. Noncompetition. You acknowledge that in the course of your employment with or provision of services to lloweywell, intermational Noncompete , you have and will become familiar with Confidential Information concerning Honeywell, you will continue to have access to and receive Confidential Information. You understand and agree that as part of your continued employment with Honeywell, you will continue to be, of special, unique and extraordinary value to Honeywell. No further acknowledge that you have been given, and will continue to be, of special, unique and extraordinary value to Honeywell. You further acknowledge that you have been given, and will continue to be given, access to and honeywell will have a provided the proposed of th

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become Associated in the future. Based on your current role and responsibilities with Honeywell Performance Materials & Technologies as its President & Chief Executive Officer, the following compa are considered key competitors and therefore fall within the definition of a Competing Business, as it is rebuttably presumed that term is used in the restrictions contained herein apply. You further
understand and agree that if your—you believe the restrictions contained herein do Noncompete Agreement: Emerson, Invensys, Aspen Tech, Accenture, IBM, Shell Global Solutions, Arkema, Axer BASF, DSM, DuPont, Shell / Criterion, Albermarle, Sinopee, Chevron Lummus Global, Solvay Fluor, Celanese As previously noted, this is not, or should not, apply, you must (i) notify Honeywell, in
 writing, prior to accepting employment or otherwise becoming Associated with the ostensible Competing Business, an and exhaustive list and there may (ii) demonstrate to Honeywell's satisfactio
 that you are not intending to be other current and future persons employed by, perform services or for entities that would meet the definition of, or otherwise become Associated with, a Competi
 Business Inc., as set forth in your Noncompete Agreement. In addition, pursuant to Paragraph 1-0f business, your Noncompete Agreement, please note that does the term Competing Business, as defined in
your Noncompete --- compete with 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 a prospective employer constitutes a Competing Business with respect to any job 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).
Business with respect to any job prior Honeywell position which you have field during the Look Stack Period subjects you to similar restrictions, and will be used to identify Competing Business (sey). you should contact your Human Resource representative. 2. Reasonableness of Restrictions and Validity. You 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. You 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. You acknowledge that a remedy at law for money damages 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. You 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. You acknowledge and agree that a violation of this Agreement
would cause irreparable harm to Honeywell, and you covenant that you 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 NCA – US – Select Management Employees Page ++2 of
20 6 Revised 07-15-2023 to any other remedies available at law or equity. In In-the event that a court determines that I you have breached this Agreement or enters an order enforcing or upholding any provision of this Agreement, I you agree that the post- employment restrictive covenant period shall be tolled during the time period that I was you were 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 Fyou have breached or threatened to breach this Agreement, Fyou 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 you or my your 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. Hyou agree and acknowledge that the restrictions contained in this Agreement do not preclude me-you from earning a livelihood, nor do they unreasonably impose limitations on my-your ability to earn a living. Hyou further agree and acknowledge that the potential harm to Honeywell of the non- enforcement of this Agreement outweighs any potential harm to me-you from its enforcement of this Agreement outweighs any potential harm to me-you from its enforcement by injunction or otherwise. Hyou have carefully read this Agreement and have given eareful, consideration to the restraints imposed upon you by this Agreement, and are in full accord as to their necessity for the reasonable and proper protection of my-Honeywell's legitimate protectable business interests, including the protection of its
Confidential Information. You agree and acknowledge that you have been provided adequate and reasonable consideration in exchange for the obligations under this Agreement, including employment, or compensation, eligibility for any future bonuses, awards or payments under any Honeywell incentive
compensation or equity programs or plans, eligibility for severance benefits under any Honeywell severance program or plan, and the equipment, materials, facilities and Honeywell Confidential Information supplied to me, I understand and agree that: 1. Records of Inventions. I will keep (have kept) complete and current written records of all Inventions I Make / Made during the period of time I am / was
 employed by Honeywell , goodwill, access and promptly disclose (d) all such Inventions in writing to Honeywell for or continued access the purpose of adequately determining Honeywell's rights in
 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, access for or continued access 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 customers 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, and additional good and valuable consideration the Invention is presumed to have been Made during the period of time I was employed by Honeywell. I You expressly 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: agree that each and every restraint imposed Invention I Make / Made during the period of time I am / was 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 (ed) for Honeywell is the sole and exclusive property of Honeywell, and will continue to be
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 reasonable. I agree to perform all actions...... Rights that
    nay have in or with respect to any such Inventions; and (iii..... ownership interest and that is not the subject matter of, duration an and geographical 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 (d) any of
my pre-employment Inventions in the scope of my employment, or include (d) 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. You Except as to the Inventions listed on....., pursuant to a court order. I acknowledge that Hyou 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
acknowledge that the provisions of this Agreement are consistent with and do not supersede,.... that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction and the maximum protection and the most effective and complete assignment of inventions provided by all agreements are to be read consistent with the terms in his Agreement are to be read consistent with the terms of any other agreement with Honeywell. This terms in his Agreement are to be read consistent with the terms of any other agreement with Honeywell. The terms of the restrictions in Paragraph 1 and the other terms in his Agreement are to be read consistent with the terms of any other agreements are to be read consistent with the terms of any other agreements the Levella provided by all agreements the Levella provided and the other terms in his Agreement are to be read consistent with the terms of any other agreements the Levella provided and the other terms in his Agreement are to be read consistent with the terms of any other agreements the Levella provided and the other terms in his Agreement that Levella provided any other agreements the Levella provided and the other terms in his Agreement the Levella provided and the provided and the provided and the large agreement the Levella provided and the provided and the large agreement the Levella provided and the large agreement the Levella provided and the large agreement that Levella provided and t
                        is Agreement are to be read consistent with the terms of any other noncompete intellectual property, trade secret or confidentiality other agreements that Hyou have executed with Honeyw
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. 7.Effectiveness of Agreement. This Agreement becomes effective when you I sign it. The obligations under it
in such constitued with depute provisions or indeed and one such agreement to be given effect. The chings of Agreement. This Agreement seconds effective when year 1 am is associated and these obligations will continue after, and survive, the end of your my employment with Honeywell, without regard to the business within Honeywell with which you are 1 am is associated and these obligations will continue after, and survive, the end of your my employment with Honeywell, Notice to Future Employers. For the period of two (2) years immediately following the end of your my employment with Honeywell, you will inform (i) Honeywell, and (ii) each new prospective employer iprior to accepting employment, 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. This Agreement shall be deemed governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law. You 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. Definitions. "Associated"
means an individual is acting in any representative capacity, including but not limited to as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant. Confidential Information "means information that is not generally known in the industries in which Honeywell is engaged, which may be disclosed to you or which you may learn, observe, discover or otherwise acquire during, or as a result of, your 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, NCA – US – Select Management Employees Page 4 of 6 Revised 07- 15- 2023 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 your Termination of Employment. "Termination of Employment"
by purchase of assets, stock, merger or otherwise. "Look Back Period" means the two (2) year period ending on the date of your 1 ermination of Employment." I ermination of 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 you 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. You have carefully read this Agreement. You understand and accept its terms. You understand and agree that you will continue to be bound by the provisions of this Agreement after your employment with Honeywell has ended. /s / Lucian Boldea __October 7, 2023 LUCIAN BOLDEA (H526743) Date Job Title: President and Chief Executive Officer, Industrial Automation NCA – US – Select Management Employees Page 5 of 6 Revised 07-15-2023 Document Type: Noncompete Agreements EXHIBIT 10. 66

James E. Currier 1944 E Sky Harbor Circle Phoenix, Arizona 85034 Dear Jim: 1 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 me. The effective date of your promotion will be August 1, 2023 (" Effective Date "), subject to the terms and conditions of this offer letter. In this position, you will become an Executive Officer of Honeywell. In connection with your new role, you will be entitled to the following compensation1 and benefits package: Base
Salary: If approved, your annual base salary will be increased to $ 720,000 as of the Effective Date. 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 2024. Annual Incentive
    compensation: If approved, your target incentive compensation opportunity will be 100 % of your annual cash base salary earnings during the year. For 2023, your incentive compensation
award will be prorated based on the number of day days your target incentive was 45 %, 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: If approved, beginning in 2023, you will be eligible for annual long-term incentive ("LTI") awards with a target
grant date value of $ 3, 100, 000. 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. 1 As a corporate officer of Honeywell, your compensation must be officially approved by the Management Development and
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Compensation Committee of the Company's Board of Directors ("MDCC"). It is expected that your compensation package will be retroactively approved at the next regularly scheduled meeting of the MDCC, which is expected to be on or about July 27, 2023. • Executive Severance: The Officer Severance Plan currently provides for 12 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. Please indicate your acceptance of this offer by signing this
offer letter, as well as the IP Agreement and Noncompete Agreement, and returning them via DocuSign. Jim, 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. /s / James Currier June 14, 2023 JAMES E. CURRIER (E355611) Date /s / James Currier June 14, 2023
JAMES E. CURRIER (E355611) Date In consideration of my role as a select management employee of Honeywell, my employment by 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 shall 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 throughout 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 entire 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 time two (2) years following my Termination of
Employment with Honeywell for any reason, I am will not become employed by Honeywell, perform services for, or otherwise become associated with (as and - 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
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 obligations will continue after. I and survive, the end of my may employment 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, 15. Identity of Future Employer. Upon termination of my employment for any reason sale or sells a product or service that can be used as a substitute for if reasonably requested or is generally intended to satisfy the same customer needs for, any one or more products or services
sale of selfs a product of service that can be used as a substitute to the designed, developed, manufactured, produced or offered for sale or sold by a Honeywell business (the Honeywell businesses described in (i) and (ii) 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 NCA – US – Select Management Employees Page 1 of 6 Revised 07-27-2021 the Look Back Period. For purposes of the foregoing, I acknowledge that I will advise Honeywell 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 name 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 and and didress 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, I should contact my final Resource representative; noticy well recognizes that some intended future to include such lines of business. I understand and agree that if I intend to become employer 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. 46-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 provision
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
 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 Page 7 of 20
Agreement would cause irreparable harm to Honeywell, and I covenant that I NCA – US – Select Management Employees Page 2 of 6 Revised 07- 27- 2021 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. 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-employmen
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 the 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 then eurrent employer that, which may also include, but not be limited to contract damages, lost profits and punitive damages. 17.1. Successors; 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
      refully 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 the obligation of the confidential Information, access or continued access to under this Agreement is reasonable 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. NCA – US – Select Management Employees Page 3 of 6 Revised 07- 27- 2021 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 I
  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 constructed 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. Only 6. Acknowledgement of Receipt. I acknowledge that I received a copy of written amendment executed by both
Honeywell and me can modify 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 into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire into my new role and the purpose entire promotion of such transfer, promotion of such tr
existing or prospective clients time I am employed by Honeywell eustomers, suppliers, without regard to the business partners within Honeywell with which I am associated and these obligations will continue after and survive, For vendors to cease doing business or reduce their—the business end of my employment 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. 11-8. Notice to Future Employers. For the period of two (2) years immediately following the
end of my Termination of Employment 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.
 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 19. Validity. It is the desire exclusive jurisdiction and intent of venue in the federal and state courts parties hereto that the provisions of the State of North Carolina, Mecklenburg County,
 for the resolution of all disputes arising under, or relating to, this Agreement shall be enforced to the fullest extent legally-permissible. 10-Accordingly, if any particular provision (s) of this Agreem 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 Additional, if any one or more of the provisions contained in this Agreement shall for any reason be held to be
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 (1) "Confidential Information" means any information of a confidential or secret..... of example, Confidential Information includes; information that is not generally known in the industries industry in which Honeywell is engaged, which may be disclosed to me or that which in a place of the extent compatible 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 (1) "Confidential Information of a confidential or secret..... of example, Confidential Information in medium in the industries industry in which Honeywell is engaged, which may be disclosed to me or that which we prove the experiment of the extension of the exte
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, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, personnel information, customer lists reustomer usages or NCA – US – Select Management requirements, the identities and competencies of Honeywell's employees Employees Page 4, 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. 6 Revised 07-27-2021 * Look Back
  Period " means the two (2) vear period ending "Hone
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date modification or destruction of my Termination of any assigned Inventions or pre-employment. 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." "(6)" solicit" or "soliciting." includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not). (7)" Termination of Employment." means 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. I have carefully read 2:1. Headings Descriptive. The headings of the several paragraphs of this Agreement I understand and are agree that I will continue to be bound by inserted for convenience only and shall not in any way affect the provisions meaning or construction of this Agreement after my employment with Honeywell has ended. *Is / James Currier June 14, 2023 JAMES E. CURRIER (ESS55611) Date NCA - U.S - Select Management Employees Page 17-8 of 20. **LUCHAN BOLDEA Dates 6 Revised 07-27-201 ADDENDUM TO NONCOMPETE AGREEMENT FOR SELECT MANAGEMENT EMPLOYEES EMPLOYEES EMPLOYED AS PRESIDENT & CHIEF EXECUTIVE OFFICER HONEYWELL AGRONAL CONTROL of the provision of the paragraph I 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, for illustration purposes only, of specific competitors that are considered a "Competing Business," as that term is used in 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, the restrictions contained in Paragraph I of your Noncompete Agreement

[Attach additional sheets if more space is needed.] Page 19 of 20 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 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. Page 20 of 20 EXHIBIT 21 SUBSIDIARIES OF THE REGISTRANTNameCountry or State of Incorporation Percent Ownership Allied Signal Aerospace Service LLCDelaware100 % BW Technologies Partnership Canada100 % BWXT Pantex, LLCDelaware41 % Cambridge Quantum Computing Limited Limited Kingdom56% Cedar Court Indemnity Company Vermont100 % COM DEV Europe LimitedUnited Kingdom100 % ConverbynDelaware50 % Eclipse, Inc. 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Pennsylvania100 % Xi' an System Sensor Electronics Ltd. China60 % EXHIBIT 23. 1 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 10 16, 2023-2024, 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, 2022-2023. / s / Deloitte & Touche LLP EXHIBIT 24 POWER OF ATTORNEY Each of the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamezyk Vimal Kapur. 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, 2022-2023, (2-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 (3-iii) to file the documents described in (i) and (ii) above and all exhibits thereto and any and all others. 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 9, 2022/s/Duncan Angove/s/William Ayer/s/Kevin Burke/s/D. Scott Davis D. Scott David/s/William Ayer/Deborah Flint/s/Rose Lee/s/Grace Lieblein Grade Lieblein/s/Robin Washington/s/Rose Lee/s/Duncan Angove/s/Robin Washon Washington/s/Duncan Angove/s/Robin Washon Washington/s/Duncan Angove/s/Robin Washon Washon Washington/s/Duncan Angove/s/Robin Washington/s/Robin Wa the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamezyk Vimal Kapur. 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 2023 2024 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 S - 8 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. Each of the undersigned, as a director of Honeywell International Inc. (the "Company"), a Delaware corporation, hereby appoints Darius Adamezyk Vimal Kapur., Gregory P. above described occuments, each of the undersigned, as a director of rolleywein international mic. (the Company), a Detaware corporation, nereby appoints Parties Assuming New York and Rapher. (the Company on Each State In the undersigned, 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 2023-2024, 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 is 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 revoke any or a 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. I, Darius Adamezyk-Vimal Kapur, 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, (2 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 +3 + Darius Adamezyk Darius Adamezyk Dated: December 9, 2022-I, Darius Adamezyk Vimal Kapur, 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

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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 2023-2024, 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 S--8 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 Plan, the Honeywell Savings and Ownership Plan, the Hon
                        lan, 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. It Dartus Adamezyk Vimal Kapur, a director and the principal executive office 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 2023 2024, 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:
  EXHIBIT 31. 1 CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES- OXLEY ACT OF 2002 I, Darius Adamezyk Vimal Kapur, 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 a
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; andb) 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 10 16, 2023-2024 By: / s /
Vimal Kapur Vimal Kapur Chief Darius Adamezyk Darius Adamezyk Chairman and Chief Executive Officer EXHIBIT 31. 2 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
inflancial information included in this report, fairly present in all material respects the financial condition, results of operations and eash 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: Date: February 10 ft. 2023-2024 [by: / s / Gregory P. Lewis Greg
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 10-16, 2023-2024 By: /s/Vimal Kapur Vimal Kapur Chief Darius Adamezyk
 Darius AdamezykChairman and Chief Executive Officer EXHIBIT 32. 2 In connection with the Annual Report of Honeywell International Inc. (the Company) on Form 10-K for the period ending
December 31, 2022 as a 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: (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 10-16, 2023-2024 By: (8 - Gregory P. Lewis Gregory P. Lewis Senior Vice President and Chief Financial Officer EXHIBIT 95 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, 2022 2023, 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 flagr
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, 2022 2023, 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. Exhibit 97 HONEYWELL
INTERNATIONAL INC. CLAWBACK POLICY Effective December 1, 2023 Approved June 1, 2023 1. Purpose. The purpose of this Policy is to describe the circumstances in which Executive Officers will be required to repay or return Erroneously Awarded Compensation to the Company in accordance with the Clawback Rules. Each Executive Officer shall be required to sign and
  return to the Company the Acknowledgement and Acceptance Form attached hereto as Exhibit A pursuant to which such Executive Officer will acknowledge that he or she is bound by the terms
  of this Policy; provided, however, that this Policy shall apply to, and be enforceable against, any Executive Officer and his or her successors (as specified in Section 11 of this Policy) regardless of
  whether or not such Executive Officer properly signs and returns to the Company such Acknowledgement and Acceptance Form and regardless of whether or not such Executive Officer is aware
 of his or her status as such. This Policy is designed to comply with the Clawback Rules. 2. Administration. Except as specifically set forth herein, this Policy shall be administered by the
  Administrator. Any determinations made by the Administrator shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by this
Policy. Subject to any limitation under applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee). 3. Definitions. For purposes of this Policy, the following capitalized terms shall have the meanings set forth below. (a) "Accounting Restatement "shall mean an accounting restatement: (i) due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is
 material to the previously issued financial statements (a "Big R" restatement); or (ii) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement), (b) "Administrator" shall mean the Committee or any other committee designated by the Board to administer the Policy, and in the
  absence of such designation, the Board. (c) "Board " shall mean the Board of Directors of the Company. (d) "Clawback Eligible Incentive Compensation " shall mean, with respect to each
individual who served as an Executive Officer at any time during the applicable performance period for any Incentive-based Compensation (whether or not such individual is serving as an Executive Officer at the time the Erroneously Awarded Compensation is required to be repaid to the Company), all Incentive-based Compensation Received by such individual: (i) on or after the
Effective Date; (ii) after beginning service as an Executive Officer; (iii) while the Company has a class of securities listed on the Listing Exchange; and (iv) during the applicable Clawback Period. (e) "Clawback Period" shall mean, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date and any transition
period (that results from a change in the Company's fiscal year) of less than nine months within or immediately following those three completed fiscal years. (f) "Clawback Rules" shall mean Section 10D of the Exchange Act and any applicable rules or standards adopted by the SEC thereunder (including Rule 10D-1 under the Exchange Act) or the Listing Exchange pursuant to Rule
Section 10D of the Exchange Act and any applicable rules or standards adopted by the SEC thereunder (including Rule 10D-1 under the Exchange Act) or the Listing Exchange pursuant to Rule 10D-1 under the Exchange Act (including Nasdaq Stock Market Listing Rule 5608), in each case as may be in effect from time to time. (g) "Committee" shall mean the Management Development and Compensation Committee of the Board. (h) "Company" shall mean Honeywell International Inc. (and as the Administrator determines is applicable, together with each of its direct and indirect subsidiaries). (i) "Effective Date" shall mean December 1, 2023. (j) "Erroneously Awarded Compensation" shall mean, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid. (k) "Executive Officer" shall mean any individual who is or was an executive officer as determined by the Administrator in accordance with the definition of "executive officer" as set forth in the Clawback Rules and any other senior executive, employee or other personnel of the Company who may from time to time be deemed subject to the Policy by the Administrator. For the avoidance of doubt, the Administrator shall have full discretion to determine which individuals in the Company shall be considered an "Executive Officer" for purposes of this Policy. (f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. (m) "Financial Reporting Measures" shall mean measures that are determined and presented in accordance with the accounting principles used in reparring the Company, 5 ginancial statements, and any measures that are derived wholly or in part from such measures.
preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return shall for purposes of this Policy be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented within the Company's financial statements or included in a filing
  with the SEC. (n) "Incentive-based Compensation" shall mean any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting
Measure. (o) "Impracticable" shall mean, in accordance with the good faith determination of the Committee that either: (i) the direct expenses paid to a third party to assist in enforcing the Policy against an Executive Officer would exceed the amount to be recovered, after the Company has made a reasonable attempt to recover the applicable Erroneously Awarded Compensation.
documented such reasonable attempt (s) and provided such documentation to the Listing Exchange; (ii) recovery would violate the Company's home country law where that law was adopted prior to November 28, 2022, provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country
iaw, the Company has obtained an opinion of home country counsel, acceptable to the Listing Exchange, that recovery would result in such a violation and a copy of the opinion is provided to the Listing Exchange; or (iii) recovery would likely cause an otherwise tax- qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S. C. 401 (a) (13) or 26 U.S. C. 411 (a) and regulations thereunder, (p) "Listing Exchange" shall mean the Nasdaq Stock Market or such other U.S. national securities exchange or national securities association on which the Company's securities are listed. (q) "Method of Recovery" shall include, but is not limited to: (i) requiring reimbursement of
  Erroneously Awarded Compensation; (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards; (iii) offsetting
the Erroneously Awarded Compensation from any compensation otherwise owed by the Company to the Executive Officer; (iv) cancelling outstanding vested or unvested equity awards; and / or (v) taking any other remedial and recovery action permitted by applicable law, as determined by the Administrator. (r) "Policy" shall mean this Clawback Policy, as the same may be amended and / or restated from time to time. (s) "Received" shall, with respect to any Incentive-based Compensation, mean deemed receipt and Incentive-based Compensation shall be deemed received in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-
based Compensation occurs after the end of that period. For the avoidance of doubt, Incentive- Based Compensation that is subject to both a Financial Reporting Measure vesting condition and a service-based vesting condition shall be considered received when the Financial Reporting Measure is achieved, even if the Incentive- Based Compensation continues to be subject to the service-
 based vesting condition. (t) "Restatement Date" shall mean the earlier to occur of: (i) the date the Board, a committee of the Board or the officer or officers of the Company authorized to take
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such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or (ii) the date a court.

regulator or other legally authorized body directs the Company to prepare an Accounting Restatement. (u) " SEC " shall mean the U. S. Securities and Exchange Commission. 4. Repayment of Erroneously Awarded Compensation. (a) In the event the Company is required to prepare an Accounting Restatement, the Administrator shall reasonably promptly (in accordance with the applicable Clawback Rules) determine the amount of any Erroneously Awarded Compensation for each Executive Officer in connection with such Accounting Restatement and shall reasonably promptly thereafter provide each Executive Officer with notice containing the amount of Erroneously Awarded Compensation and a demand for repayment or return, as applicable, For k Eligible Incentive Compensation based on stock price or total shareholder return where the amount of Erroneously Awarded Compensation is not subject to mathematical recalc directly from the information in the applicable Accounting Restatement, the amount shall be determined by the Administrator based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Clawback Eligible Incentive Compensation was Received (in which case, the Company shall maintain documentation of such determination of that reasonable estimate and provide such documentation to the Listing Exchange). The Administrator is authorized to engage, on behalf of the Company, any third- party advisors it deems advisable in order to perform any calculations contemplated by this Policy. For the avoidance of doubt, recovery under this Policy with respect to an Executive Officer shall not require the finding of any misconduct by such Executive Officer or such Executive Officer being found responsible for the accounting error leading to an Accounting Restatement. (b) In the event that any repayment of Erroneously Awarded Compensation is owed to the Company, the Administrator shall recover reasonably promptly the Erroneously Awarded Compensation through any Method of Recovery it deems reasonable and appropriate in its discretion based on all applicable facts and circumstances and taking into account the time value of money and the cost to shareholders of delaying recovery. For the avoidance of doubt, except to the extent permitted pursuant to the Clawback Rules, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations hereunder. Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated in this Section 4 (b) if the Committee determines in good faith that recovery would be Impracticable. In implementing the actions contemplated in this ection 4 (b), the Administrator will act in accordance with the listing standards and requirements of the Listing Exchange and with the applicable Clawback Rules. 5. Reporting and Disck The Company shall file all disclosures with respect to this Policy in accordance with the requirements of U. S. federal securities laws, including any disclosure required by applicable SEC rules, 6. Indemnification Prohibition. The Company shall not be permitted to indemnify any Executive Officer against the loss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Policy and / or pursuant to the Clawback Rules or to pay or reimburse any Executive Officer for the cost of third- party insurance purchased by an Executive Officer to cover any such loss under this Policy and / or pursuant to the Clawback Rules. Further, the Company shall not enter into any agreement that exempts any Incentive- based Compensation from the application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation and this Policy shall supersede any such agreement (whether entered into before, on or after the Effective Date). Any such purported indemnification (whether oral or in writing) shall be null and void. 7. Interpretation. The Administrator is authorized to interpret and construct this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of the Clawback Rules. The terms of this Policy shall also be construed and enforced in such a manner as to comply with applicable law, including the Sarbanes-Oxley Act of 2002, the Dodd- Frank Wall Street Reform and Consumer Protection Act, and any other law or regulation that the Administrator determines is applicable. In the event any provision of this Policy is determined to be unenforceable or invalid under applicable law, such provision shall be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required by applicable law. 8. Effective Date. This Policy shall be effective as of the Effective Date. 9. Amendment; Termination. The Administrator may modify or amend this Policy, in whole or in part, from time to time in its discretion and shall amend any or all of the provisions of this Policy as it deems necessary, including as and when it determines that it is legally required by the Clawback Rules, or any federa securities law, SEC rule or Listing Exchange rule. The Administrator may terminate this Policy at any time. Notwithstanding anything in this Section 9 to the contrary, no amendment termination of this Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate the Clawback Rules, or any federal securities law, SEC rule or Listing Exchange rule. Furthermore, unless otherwise determined by the Administrator or as otherwise amended, this Policy shall automatically be deemed amended in a manner necessary to comply with any change in the Clawback Rules. 10. Other Recoupment Rights; No Additional Payments. The Administrator intends that this Policy will be applied to the fullest extent permitted by applicable law. The Administrator may require that any employment agreement, equity award agreement, or any other agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require an Executive Officer to agree to abide by the terms of this Policy. Executive Officers shall be deemed to have accepted continuing employment on terms that include compliance with the Policy, to the extent of its otherwise applicable provisions, and to be contractually bound by its enforcement provisions. Executive Officers who cease employment or service with the Company shall continue to be bound by the terms of the Policy with respect to Clawback Eligible Incentive Compensation. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any similar policy in any employment agreement, cash-based bonus plan equity award agreement or similar agreement and any other legal remedies available to the Company. To the extent that an Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, it shall be appropriate for any such retimbursed amout to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy, as determined by the Administrator in its sole discretion. Nothing in this Policy precludes the Company from implementing any additional clawback or recoupment policies with respect to Executive Officers or any other service provider of the Company. Application of this Policy does not preclude the Company from taking any other action to enforce any Executive Officer's obligations to the Company, including termination of employment or institution of civil or criminal proceedings or any other remedies that may be available to the Company with respect to any Executive Officer. 11. Successors. This Policy shall be binding and enforceable against all Executive Officers and their beneficiaries, estates, heirs, executors, administrators or other legal representatives to the extent required by the Clawback Rules or as otherwise determined by the Administrator. *** HONEYWELL INTERNATIONAL INC. CLAWBACK POLICY ACKNOWLEDGEMENT AND ACCEPTANCE FORM Capitalized terms used but not otherwise defined in this Acknowledgement and Acceptance Form shall have the meanings ascribed to such terms in the Honeywell International Inc. Clawback Policy (the "Policy"). By signing below, the undersigned executive officer (the "Executive Officer") acknowledges and confirms that the Executive Officer has received and reviewed a copy of the Policy and, in addition, the Executive Officer acknowledges and agrees as follows: (a) the Executive Officer is and will continue to be subject to the Policy and that the Policy will apply both during and after the Executive Officer's employment with the Company; (b) to the extent necessary to comply with the Policy, the Policy hereby amends any employment agreement, equity award agreement or similar agreement that the Executive Officer is a party to with the Company and shall apply and govern Incentive-based Compensation Received by any Executive Officer, notwithstanding any contrary or supplemental term or condition in any document, plan or agreement including without limitation any employment contract, indemnification agreement, equity agreement, or equity plan document; (c) the Executive Officer shall abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation to the Company to the extent required by, and in a manner permitted by, the Policy; (d) any amounts payable to the Executive Officer, including any Incentive-based Compensation, shall be subject to the Policy as may be in effect and modified from time to time in the sole discretion of the Administrator or as required by applicable law or the requirements of the Listing Exchange, and that such modification will be deemed to amend this acknowledgment; (e) the Company may recover compensation paid to the Executive Officer through any Method of Recovery the Administrator deems appropriate, and the Executive Officer agrees to comply with any request or demand for repayment by the Company in order to comply with the Policy; (f) the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person's right to voluntarily terminate employment for "good reason," or due to a "constructive termination" (or any similar term of like effect) under any plan, program or policy of or agreement with the Company; (g) the Company may, to the greatest extent permitted by applicable law, reduce any amount that may become payable to the Executive Officer by any amount to be recovered by the Company pursuant to the Policy to the extent such amount has not been returned by the Executive Officer to the Company pursuant to the Policy to the extent such amount has not been returned by the Executive Officer to the Company prior to the date that any subsequent amount becomes payable to the Executive Officer; and (h) any assertion or application of any rights under federal, state, local or foreign law or in contract or equity that would otherwise conflict with or narrow the Company's authority to interpret, apply and enforce the Policy to its fullest extent, including but not limited to, the Company's authority to withhold or divert my wages pursuant to the Policy, is hereby waived by the Executive Officer. Signature Print Name Date Signature page to Honeywell International Inc. Clawback PolicyAcknowledgement and Acceptance Form