HONEYWELL INTERNATIONAL INC
Form POSASR
March 06, 2009

As filed with the Securities and Exchange Commission on March 6, 2009
Registration No. 333-141013

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 2
TO
FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Honeywell International Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**22-2640650**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

101 Columbia Road
P.O. Box 4000
Morristown, New Jersey 07962-2497
(973) 455-2000

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Thomas F. Larkins, Esq.
Vice President, Corporate Secretary and
Deputy General Counsel
Honeywell International Inc.
101 Columbia Road
P.O. Box 4000
Morristown, New Jersey 07962-2497
(973) 455-2000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: o

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering. o

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. x

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer x	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value $1.00 per share	2,000,000	$25.07	$50,140,000	$1,971

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) of the Securities Act, based on the average of the high and low prices of the shares reported on the New York Stock Exchange on March 3, 2009.

(2) Pursuant to Rule 457(p) under the Securities Act of 1933, as amended, filing fees of $186,083 were previously paid with respect to unsold securities registered pursuant to a registration statement on Form S-3 (No. 333-86874), initially filed by Honeywell International Inc. on April 24, 2002. Those fees have been carried forward for application in connection with offerings under this registration statement. Pursuant to Rule 457(p), after application of the aggregate $1,971 fee with respect to the 2,000,000 shares of common stock, as well as the previous application of the aggregate $182,393 fee with respect to the (i) 6,112,500 shares of common stock registered for resale and (ii) offerings by the company of (a) $600,000,000 3.875% Senior Notes Due 2014 and $900,000,000 5.000% Senior Notes Due 2019 in February 2009, (b) $600,000,000 4.250% Senior Notes Due 2013 and $900,000,000 5.300% Senior Notes Due 2018 in February 2008, (c) $500,000,000 Floating Rate Senior Notes Due 2009 and $400,000,000 5.625% Senior Notes Due 2012 in July 2007 and (d) $400,000,000 5.30% Senior Notes Due 2017 and $600,000,000 5.70% Senior Notes Due 2037 in March 2007, $1,719 remains available for future registration fees. No additional fee has been paid with respect to this offering.

EXPLANATORY NOTE

This Post-Effective Amendment No. 2 to the Registration Statement (File No. 333-141013), which became effective March 1, 2007, is being filed by Honeywell International Inc. (□***Honeywell***□) for the purpose of registering 2,000,000 shares of Honeywell common stock, par value $1.00 per share, to be sold by Honeywell pursuant to the Honeywell International Inc. Dividend Reinvestment and Share Purchase Plan (the □***Plan***□). The shares of common stock (i) will be purchased from Honeywell by American Stock Transfer and Trust Company LLC, the agent designated by Honeywell to administer the Plan (the □***Agent***□), or (ii) may be purchased by the Agent in the open market in the limited circumstances described in the attached prospectus, in each case using the cash dividends and optional cash payments of the holders of common stock that elect to participate in the Plan (the □***participants***□). No changes or additions are being made hereby to the existing base prospectus that already forms a part of the Registration Statement. Accordingly, such existing base prospectus is being omitted from this filing. This Post-Effective Amendment No. 2 shall become effective immediately upon filing with the Securities and Exchange Commission.

Honeywell International Inc
Dividend Reinvestment and Share Purchase Plan
Common Stock

The Honeywell International Inc. Dividend Reinvestment and Share Purchase Plan (the ***Plan***) provides holders of the common stock of Honeywell International Inc. with a simple and convenient method of investing cash dividends and optional cash payments in additional shares of common stock without payment of any brokerage commission or service charge. Any holder of record of the common stock is eligible to participate in the Plan.

A participant in the Plan may purchase additional shares by:

- reinvesting dividends on all shares of common stock held by the participant;
- reinvesting dividends on part of the shares of common stock held by the participant (while continuing to receive cash dividends on the other shares); or
- making optional cash payments of not less than $25 each up to a maximum of $120,000 per calendar year, whether or

not the participant s dividends are being reinvested.

Cash dividends on all shares held for the participant s account under the Plan will automatically be reinvested, regardless of which investment option is selected.

Shares purchased under the Plan will be purchased from Honeywell or, in the limited circumstances described in the Plan, on the open market. The purchase price of shares purchased from Honeywell will be the average of the high and low sales prices of the common stock reported as New York Stock Exchange Composite Transactions for the relevant investment date, which is the dividend payment date for months in which dividends are paid and the first business day of the month for all other months. The purchase price of shares purchased on the open market will be the negotiated price for such shares or, in the case of multiple open market purchases, the purchase price will be the average of the negotiated prices for such open market purchases.

This prospectus relates to 2,000,000 shares of common stock registered for sale under the Plan. Shares sold under the Plan may be authorized but unissued shares or shares held in Honeywell s treasury, or shares acquired on the open market. You should retain this prospectus for future reference.

Our common stock is listed on the New York Stock Exchange, the Chicago Stock Exchange and the London Stock Exchange under the symbol HON. On March 5, 2009, the last reported sale price of our common stock on the New York Stock Exchange was $23.91.

Investing in our common stock involves certain risks. See Risk Factors on page 1.

Neither the Securities and Exchange Commission (***SEC***) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is March 6, 2009

TABLE OF CONTENTS

	PAGE
About This Prospectus	1
Honeywell	1
Risk Factors	1
Use of Proceeds	1
Description of the Plan	2
Description of Common Stock	11
Legal Opinions	13
Experts	13
Where You Can Find More Information About Honeywell	13
Incorporation of Certain Information by Reference	13
Cautionary Statement Concerning Forward-Looking Statements	14
Indemnification Under the Securities Act	14

We have not authorized anyone to give any information or make any representation about the offering that is different from, or in addition to, that contained in this prospectus, the related registration statement or in any of the materials that we have incorporated by reference into this prospectus. Therefore, if anyone does give you information of this type, you should not rely on it. If you are in a jurisdiction where offers to sell, or solicitations of offers to purchase, the securities offered by this prospectus are unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this prospectus does not extend to you. The information contained in this prospectus speaks only as of the date of this prospectus unless the information specifically indicates that another date applies.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that Honeywell filed with the SEC utilizing a shelf registration process. Under this process, we may offer our shares of common stock in one or more offerings. Some transactions in which we offer shares of our common stock under this registration statement may require that we provide a prospectus supplement that will contain additional information about the terms of that offering. A prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between the information in this prospectus and any applicable prospectus supplement, you should rely on the information in the applicable prospectus supplement.

This prospectus provides you with a general description of our shares of common stock. To understand the terms of our securities, you should carefully read this document with any related prospectus supplement. You should also read the documents we have referred you to in Where You Can Find More Information About Honeywell below for information on Honeywell and our financial statements.

In this prospectus and any prospectus supplement, unless otherwise specified, the terms Honeywell, we, us or our mean Honeywell International Inc. and its consolidated subsidiaries.

Unless otherwise stated, currency amounts in this prospectus and any prospectus supplement are stated in U.S. dollars, or $.

HONEYWELL

Honeywell International Inc. is a diversified technology and manufacturing company, serving customers worldwide with aerospace products and services, control, sensing and security technologies for buildings, homes and industry, turbochargers, automotive products, specialty chemicals, electronic and advanced materials, and process technology for refining and petrochemicals. Honeywell was incorporated in Delaware in 1985 and its principal executive offices are located at 101 Columbia Road, Morristown, New Jersey, 07962-2497. Its main telephone number is (973) 455-2000.

RISK FACTORS

Investing in Honeywell s common stock involves risk. Before making an investment decision, you should carefully consider the risks disclosed in Honeywell s most recent annual and quarterly reports filed with the SEC, as well as other information Honeywell includes or incorporates by reference in this prospectus or any prospectus supplement. These risks could materially affect Honeywell s business, results of operations or financial condition and cause the value of Honeywell s common stock to decline. You could lose all or part of your investment.

USE OF PROCEEDS

The net proceeds Honeywell receives from the sale of securities described by this prospectus will be used for general corporate purposes. General corporate purposes may include the repayment of outstanding debt, repurchase of our common stock, investments in or extensions of credit to our subsidiaries, or the financing of possible acquisitions or business expansion. Honeywell currently has no specific plans for any such proceeds.

DESCRIPTION OF THE PLAN

The text of the description of the Plan consists of a series of questions and answers:

Purpose

1. What is the purpose of the Plan?

The purpose of the Honeywell International Inc. Dividend Reinvestment and Share Purchase Plan is to provide holders of record of shares of the common stock of Honeywell International Inc. with a simple and convenient method of investing cash dividends and optional cash payments in additional shares of common stock without payment of any brokerage commission or service charge.

Advantages of the Plan

2. What are the advantages of the Plan?

A participant in the Plan may (a) have cash dividends on all of its shares automatically reinvested in common stock or (b) have cash dividends on part of its shares automatically reinvested or (c) whether or not it has elected to have any such dividends automatically reinvested, invest in additional shares by making optional cash payments of not less than $25 each up to a maximum of $120,000 per calendar year. Participants do not pay any commission or service charge in connection with purchases under the Plan. Full investment of funds is possible under the Plan because fractions of shares, as well as whole shares, will be credited to a participant s account. Further, dividends in respect of such fractions, as well as whole shares, will be reinvested in additional shares of common stock and such shares will be credited to a participant s account. A participant can avoid the need for safekeeping of certificates for shares credited to its account under the Plan. Statements of account sent to Plan participants will provide simplified recordkeeping.

Administration

3. Who administers the Plan for participants?

American Stock Transfer and Trust Company LLC (the ***Agent***) has been designated by Honeywell as its agent to administer the Plan for participants, maintain records, send statements of account to participants and perform other duties relating to the Plan. The Agent will hold for safekeeping the shares purchased for, or deposited for safekeeping by, each participant until termination of participation in the Plan or receipt of a written request from a participant for the issuance of a certificate for all or part of such shares. Such written request may be made online at www.amstock.com. Shares held by the Agent under the Plan will be registered in its name or the name of one of its nominees and will be credited to the account of each participant. In the event that the Agent should resign or otherwise cease to act as agent, Honeywell will make such other arrangements as it deems appropriate for the administration of the Plan.

For transaction processing, the Agent may be contacted by mail at the following address: American Stock Transfer and Trust Company LLC, P.O. Box 922, Wall Street Station, New York, NY 10269-0560. For all other inquiries, the Agent may be contacted by mail at the following address: American Stock Transfer and Trust Company LLC, 6201 15th Ave., Brooklyn, NY 11219. Telephone inquiries may be made to the Agent at 1-800-647-7147. Please mention Honeywell International Inc. in all correspondence. The Agent also serves as dividend disbursing agent and as transfer agent and registrar for the common stock.

Participation

4. Who is eligible to participate?

All holders of record of shares of Honeywell common stock are eligible to participate in the Plan. For any shareowner whose shares are registered in the name of someone else (*e.g.*, in the name of a broker or bank nominee) to participate, the shareowner must either become a shareowner of record by having some or all of such shares transferred into the shareowner s own name, or make appropriate arrangements with the registered holder.

5. Is partial participation possible under the Plan?

Yes. A shareowner of record who desires the dividends on only some of its shares to be reinvested under the Plan may indicate such number of shares on the Authorization Form under Partial Dividend Reinvestment. Dividends on the remaining shares will not be reinvested and will be mailed directly to the participant.

6. How does an eligible shareowner participate?

A holder of record of the common stock may join the Plan by signing an authorization form (the ***Authorization Form***) and returning it to the Agent at the address set forth in Question 3. A business reply envelope will be provided with the Authorization Form for this purpose. An Authorization Form may be obtained at any time by calling the Agent at 1-800-647-7147, or online at www.amstock.com.

7. When may an eligible shareowner join the Plan?

An eligible shareowner may join the Plan at any time.

If the Authorization Form is received by the Agent on or prior to the record date for a dividend payment, reinvestment of dividends will begin with that dividend payment date. If the Authorization Form is received after a record date, reinvestment of dividends will begin with the dividend payment date following the next record date. (Common stock dividend payment dates ordinarily are the tenth day of March, June, September and December, or the preceding business day if such tenth day is a Saturday or Sunday; corresponding record dates ordinarily precede payment dates by approximately three weeks.)

Optional cash payments will be invested beginning with the first business day of the month following receipt by the Agent of the Authorization Form, unless such month is a month in which common stock dividends are paid, in which case optional cash payments will be invested on the dividend payment date.

As used in the Plan, the term investment date means (a) the dividend payment date for those months in which there is a dividend payment date and (b) the first business day of a month in which there is no dividend payment date.

8. What does the Authorization Form provide?

The Authorization Form provides for the purchase of additional shares of common stock through the following investment options:

A. FULL DIVIDEND REINVESTMENT, which directs Honeywell to pay to the Agent for reinvestment in accordance with the Plan all of the participant s cash dividends on all shares of common stock then-registered or subsequently

registered in the participant s name, and which permits the participant to make optional cash payments for the purchase of additional shares in accordance with the Plan;

B. PARTIAL DIVIDEND REINVESTMENT, which directs Honeywell to pay to the Agent for reinvestment in accordance with the Plan all of the participant s cash dividends on that number of shares of common stock registered in the participant s name and designated in the appropriate space on the Authorization Form, and which permits the participant to make optional cash payments for the purchase of additional shares in accordance with the Plan;

C. OPTIONAL CASH PURCHASES, which permits the participant to make optional cash payments for the purchase of additional shares in accordance with the Plan.

A participant may select one of the dividend reinvestment options or the optional cash purchases option. Regardless of the option selected, cash dividends on all shares credited to a participant s account under the Plan will be reinvested in

accordance with the Plan. A participant s election may be changed by written notice to the Agent at the address set forth in Question 3.

The Authorization Form also appoints the Agent as agent for each participant and directs the Agent to apply cash dividends and any optional cash payments a participant might make to the purchase of additional shares of common stock in accordance with the terms of the Plan.

Purchases

9. What will be the price of shares purchased under the Plan?

In the case of shares of common stock purchased from Honeywell with reinvested dividends or optional cash payments on any investment date, the purchase price will be the average of the high and low sales prices of the common stock reported as New York Stock Exchange Composite Transactions for the investment date (or the trading day immediately preceding the investment date, if the New York Stock Exchange is closed on the investment date). If there is no trading in the common stock on the New York Stock Exchange for a substantial amount of time during any investment date, the purchase price shall be determined by Honeywell on the basis of such market quotations as it shall deem appropriate. In the event of open market purchases of common stock, the purchase price will be as described in Question 32. Such purchase prices are hereinafter referred to collectively as the purchase prices and individually as the purchase price.

10. How many shares will be purchased for participants?

The number of shares to be purchased depends on the amount of a participant s dividend and any optional cash payments and the purchase price of the shares. Each participant s account will be credited with that number of shares, including fractions computed to three decimal places, equal to each participant s total amount to be invested divided by the purchase price.

Optional Cash Purchases

11. How does the cash purchase option work?

Optional cash payments received by the Agent from a participant prior to an investment date (see Questions 13 and 14) will be applied by the Agent to the purchase of additional shares on the investment date (or as soon thereafter as possible if open market purchases are made under the circumstances described in Question 32). Cash dividends payable on all shares credited to the account of a participant under the Plan, whether such shares were purchased with reinvested dividends or optional cash payments, will be automatically reinvested in additional shares.

12. How are optional cash payments made?

An optional cash payment may be made by a participant when enrolling in the Plan by enclosing a check or money order payable to American Stock Transfer and Trust Company LLC with the Authorization Form returned to the Agent. Once enrolled in the Plan, participants may make optional cash payments by sending the Agent a check or money order payable to American Stock Transfer and Trust Company LLC along with the tear-off section attached to a recent statement of account provided to participants by the Agent. The same amount of money need not be sent each month and there is no obligation to make an optional cash payment each month.

Each optional cash payment made by a participant must be at least $25, and such payments cannot, in any calendar year, exceed a total of $120,000 for any participant. All cash purchases will be reflected on a statement of account sent to participants following such purchases.

No third-party checks will be accepted by the Agent. Optional cash payments received from foreign shareowners must be in U.S. dollars and will be invested in the same manner as payments from other participants.

Participants may also make investments online at www.amstock.com. For online access to a participant s account, the participant must know his or her account number and social security number.

13. When will optional cash payments received by the Agent be invested?

Optional cash payments will be invested on the investment date in the case of shares purchased from Honeywell and as soon as possible (but not more than 30 days) thereafter in the case of open market purchases under the circumstances described in Question 32. **Under no circumstances will interest be paid**

on optional cash payments. Participants are therefore strongly urged to transmit their optional cash payments so as to be received by the Agent as close as possible but prior to the investment date.

14. Under what circumstances will optional cash payments be returned?

Optional cash payments received by the Agent will be returned to the participant upon written request received by the Agent at least two business days prior to an investment date. The Agent may, however, delay issuance of any refund check for at least ten business days after receipt of the request to allow for clearance of the original payment. Any optional cash payments in excess of the $120,000 per calendar year limit will be returned, as will third-party checks and checks not in U.S. dollars.

15. What happens if an optional cash payment is returned to the Agent due to insufficient funds?

If an optional cash payment is returned to the Agent due to insufficient funds, the Agent will debit any uninvested cash to satisfy the return of the optional cash payment amount. If the funds have already been invested, the Agent will sell the shares that have been purchased to satisfy the return of the optional cash payment amount. If the sale of the shares purchased is not sufficient to satisfy the return of the optional cash payment amount, the Agent will sell additional shares from the participant s account to make up the difference. In addition, the Agent reserves the right to sell additional shares from the participant s account to satisfy any fees related to the return of the optional cash payment amount.

Costs

16. Are there any out-of-pocket costs to participants in connection with participation in the Plan?

All costs of administration of the Plan are paid by Honeywell. No service charges or brokerage commissions are charged to participants in connection with the purchase of shares under the Plan. Certain expenses may be incurred by the participant if the participant requests the re-registration of shares upon the issuance of a certificate or if the participant requests that shares be sold upon their withdrawal from the Plan (see Questions 21, 22 and 23). In addition, any service charges imposed by the Agent in connection with a participant s deposit of certificates for safekeeping (Question 25) and in connection with termination of participation in the Plan (Question 23) will be passed on to the participant.

Taxes

17. What are the income tax consequences of participation in the Plan?

Under federal income tax law, in the case of shares acquired from Honeywell with reinvested dividends, a participant will realize, on the determination date (defined below), a taxable dividend in an amount equal to the fair market value on the determination date of the shares so acquired rather than a dividend in the amount of the cash otherwise payable to the participant. Such amount will also be the tax basis of the shares. Alternatively, when the Agent purchases shares on the open market with reinvested dividends, a participant will realize a taxable dividend in an amount equal to the purchase price of the shares so acquired plus any brokerage commissions paid by Honeywell which are attributable to the purchase of the participant s shares. Such amount will also be the participant s tax basis in such shares.

In the case of shares purchased with optional cash payments, a participant will not realize any taxable income if the shares are purchased from Honeywell. If the shares are purchased on the open market, a participant will realize a taxable dividend in an amount equal to any brokerage commissions paid by Honeywell which are attributable to the purchase of the participant s shares. The tax basis of shares purchased with an optional cash payment and credited to the participant s account will be the purchase price of such shares plus allocable brokerage commissions, if any.

For purposes of this Question 17, the fair market value of shares acquired with reinvested dividends will be the average of the high and low sales prices of the shares reported as New York Stock Exchange Composite Transactions for the determination date. The determination date will be the investment date in the case of shares purchased from Honeywell and the date shares are allocated to participants accounts in the case of open market purchases under the circumstances described in Question 32.

A participant s holding period for shares acquired pursuant to the Plan will begin on the day following the determination date.

A participant will not realize any taxable income when the participant receives a certificate for whole shares credited to the participant s account, either upon the participant s request for certain of those shares or upon termination of the participant s account.

A participant will realize gain or loss when shares are sold or exchanged, whether such sale or exchange is pursuant to the participant s request under the Plan or takes place after withdrawal from the Plan and, in the case of a fraction of a share, when the participant receives a cash payment for the fraction. The amount of such gain or loss will be the difference between the amount which the participant receives for the shares or fraction of a share and the tax basis thereof.

All participants are urged to consult their own tax advisors to determine the particular tax consequences, including those under state and local tax laws, which may result from their participation in the Plan and the subsequent disposition of shares purchased pursuant to the Plan. The income tax consequences for participants who do not reside in the United States will vary from jurisdiction to jurisdiction.

18. What are the requirements for back-up withholding?

Under federal income tax law, a participant in the Plan may be subject to backup withholding (currently at the rate of 28%) with respect to the amount of dividends attributable to the participant s shares of common stock or from the proceeds of the sale of a fraction of a share or whole shares under the Plan unless the participant (a) is an exempt participant (including, among others, all corporations and certain foreign individuals) or (b) provides the participant s correct taxpayer identification number to the Agent, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. In order to qualify as exempt, a foreign individual participant must submit a statement attesting to that individual s exempt status. Amounts paid as backup withholding do not constitute an additional tax and would be allowable as a credit against the participant s federal income tax liability. Any withheld amounts will be deducted from the amount of dividends to determine the amount of dividends available for reinvestment.

Forms for certifying a participant s taxpayer identification number and for establishing the exemption of a foreign individual participant from backup withholding, as well as additional information concerning the requirements for certification, may be obtained by writing the Agent at the address set forth in Question 3. Participants should consult their own tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such an exemption.

Reports to Participants

19. What kind of reports will be sent to participants in the Plan?

As soon as practicable after each dividend payment date, a quarterly statement of account will be mailed to each participant by the Agent. In addition, a monthly statement will be mailed as soon as practicable after the investment date to those participants investing optional cash payments in months in which there is no dividend payment date. **The latest statement of account for any year contains year-to-date information and should be retained for income tax purposes since it provides the participant with a record of the cost of the participant s purchases during that year.** In addition, each participant will receive copies of communications sent to holders of the common stock, including a Notice of Internet Availability of Proxy Materials or Honeywell s annual report to shareowners, notice of annual meeting and proxy statement, and any Internal Revenue Service information for reporting dividend income (i.e., Form 1099).

Dividends on Fractions of Shares

20. Will participants be credited with dividends on fractions of shares?

Yes. Dividends with respect to fractions of shares held under the Plan, as well as whole shares, will be credited to the participant s account and will be reinvested in additional shares.

Certificates for Shares

21. Will certificates be issued for shares purchased?

No certificate will be issued for shares credited to a participant s account unless the participant so requests the Agent in writing as indicated below or until the account is terminated. The number of shares credited to an account under the Plan will be shown on the participant s latest statement of account. This service protects against loss, theft or destruction of stock certificates.

At any time, a participant may request a certificate for (or the sale of) all or part of the whole shares credited to the participant s account by checking the appropriate box on the tear-off section attached to a recent statement of account provided by the Agent and mailing it to the Agent at the address set forth in Question 3. In addition, a participant may make such a request online at www.amstock.com. For online access to a participant s account, the participant must know his or her account number and social security number. The request should contain a reference to Honeywell International Inc. If a sale is requested, the Agent will sell the shares at market within five business days after receipt of the request, and the participant will receive the proceeds from the sale, less any brokerage commission, service charge and any transfer tax. Any remaining whole shares and fraction of a share will continue to be credited to the participant s account. In no event will a certificate for a fraction of a share be issued to participants.

Shares credited to the account of a participant under the Plan may not be pledged or assigned and any such purported pledge or assignment shall be void. A participant who wishes to pledge or assign any of the shares must request that a certificate for those shares be issued in the participant s name.

An institution that is required by law to maintain physical possession of certificates may request a special arrangement regarding the issuance of certificates for whole shares purchased under the Plan. This request should be mailed to the Agent at the address set forth in Question 3.

22. In whose name will certificates be registered when issued to participants?

Shareowner accounts under the Plan are maintained in the names in which certificates of participants were registered at the time they joined the Plan. Consequently, certificates for whole shares will be similarly registered when issued. If a participant wants these shares registered in any name other than that of the holder of record participating in the Plan or wants to transfer shares to another Plan account, the participant should contact the Agent at the address or telephone number set forth in Question 3 to request the appropriate forms. In the event of such reregistration or transfer, a participant would be responsible for any possible transfer taxes and for compliance with any applicable transfer requirements.

Termination of Participation in the Plan

23. How is participation in the Plan terminated?

To terminate participation in the Plan, a participant (or participants if a joint registration) must notify the Agent by checking the appropriate box on the tear-off section attached to a recent statement of account provided by the Agent and mailing it to the Agent at the address set forth in Question 3. A participation in the Plan may also be terminated online at www.amstock.com. When participation in the Plan is terminated or upon termination of the Plan by Honeywell, a certificate for whole shares credited to the participant s account under the Plan will be issued and a cash payment will be made for any fraction of a share. Such cash payment will be based on the closing price of the common stock reported as New York Stock Exchange Composite Transactions for the first business day of the week next following the day the termination notice is received by the Agent. Any service charge imposed by the Agent in connection with termination of participation in the Plan (currently $15.00) will be subtracted from the cash payment.

Upon termination of participation, a participant may also request that all or part of the whole shares credited to the participant s account in the Plan be sold. The sale will be made by the Agent for the participant s account at market within five business days after the Agent receives the request, except that sales with respect to requests received on or after the record date for a dividend will be made at market as promptly as possible following the dividend payment date. The participant will receive the proceeds from the sale, less any brokerage commissions, Agent service charge and any transfer tax.

24. When may participation in the Plan be terminated?

A participant may request termination of participation in the Plan at any time.

If the request to terminate is received by the Agent prior to the record date for a dividend, the request will be processed on the day following its receipt.

If the request to terminate is received by the Agent at least three business days prior to a dividend payment date, the dividend will be paid to the participant in cash. If the request to terminate is received by the Agent less than three business days prior to the dividend payment date, any cash dividend paid on the dividend payment date will be reinvested for the participant s account. Any optional cash payment which had been sent to the Agent prior to the request to terminate will be invested unless return of the amount is expressly requested in the termination request and the request is received at least two business days prior to the investment date. The request to terminate will be processed as promptly as possible following the investment date.

All dividends subsequent to termination of participation will be paid to the participant in cash unless the participant re-enrolls in the Plan, which may be done at any time.

Safekeeping

25. Will the Agent accept a participant s underlying certificates for safekeeping?

Yes. Participants in the Plan who wish to do so may deposit common stock certificates registered in their names with the Agent for safekeeping. This custodial service relieves a participant of the responsibility for loss, theft or destruction of the certificates. The shares represented by the deposited certificates will be transferred into the name of the Agent or its nominee and the Agent will credit the shares to the participant s Plan account. Dividends paid on all shares held for safekeeping by the Agent will be reinvested in shares of common stock pursuant to the Plan.

Participants who wish to utilize this service should send their certificates (which should not be endorsed) to the Agent at the address set forth in Question 3, along with a written request that the certificates be deposited by the Agent for safekeeping under the Plan and a check made payable to American Stock Transfer and Trust Company LLC to cover the Agent s service charge for this service (currently $7.00 for each deposit, regardless of the number of certificates). Because the participant bears the risk of loss in sending certificates to the Agent, it is recommended that the certificates be sent by registered mail, return receipt requested and properly insured.

Sale or Transfer of Shares

26. What happens when a participant sells or transfers all of the shares registered in the participant s name?

If a participant disposes of all shares registered in the participant s name, the Agent will continue to reinvest the dividends on shares credited to the participant s account under the Plan, subject to the participant s right to terminate participation in the Plan at any time. If, however, a participant who disposes of all registered shares has less than one whole share credited to the participant s account under the Plan, the account will automatically be terminated and a cash payment will be made for the fraction of a share.

27. If Honeywell has a rights offering, how will the rights on the Plan shares be handled?

If a participant is entitled to participate in a rights offering relating to the common stock, the entitlement will be based upon the participant s total holdings. However, any rights certificates will be issued for the number of whole shares only. Transaction processing may be suspended, in whole or in part, until the completion of any rights offering or certain other corporate actions.

28. What happens if Honeywell issues a dividend payable in stock or declares a stock split?

Any dividend payable in common stock or split shares distributed by Honeywell on shares credited to the account of a participant under the Plan or on shares registered in the name of the participant will be

credited to the participant s account under the Plan. Transaction processing may be suspended, in whole or in part, until the completion of any stock dividends, stock splits or certain other corporate actions.

29. How will a participant s shares held by the Agent be voted at shareowners meetings?

Shares held by the Agent for a participant will be voted as the participant directs.

A Notice of Internet Availability of Proxy Materials or a proxy card will be sent to each participant in connection with any annual or special meeting of shareowners, as in the case of shareowners not participating in the Plan. The proxy will apply to all whole shares registered in the participant s own name, if any, as well as to all whole shares credited to the participant s account under the Plan.

As in the case of non-participating shareowners, if no instructions are indicated on a properly signed and returned proxy card and a participant does not vote by phone or internet, all of the participant s whole shares those registered in the participant s name, if any, and those credited to the participant s account under the Plan will be voted in accordance with the recommendations of Honeywell s management. If the proxy card is not returned or is returned unsigned and the participant does not vote by phone or internet, the participant s shares may be voted only if the participant or a duly appointed representative votes in person at the meeting.

30. What are the responsibilities of Honeywell and the Agent under the Plan?

Honeywell and the Agent will not be liable under the Plan for any act done in good faith or for any good faith omission to act including, without limitation, any claim of liability arising out of failure to terminate a participant s account upon such participant s death or with respect to the prices at which shares are purchased or sold for the participant s account, the times when such purchases or sales are made, or with respect to any fluctuation in market value of the common stock.

The participant should recognize that neither the Agent nor Honeywell can assure the participant of a profit or protect the participant against a loss on shares purchased under the Plan.

31. May the Plan be changed or discontinued?

Notwithstanding any other provision of the Plan, the Board of Directors of Honeywell or any designee thereof (which designee need not be a director of Honeywell) reserves the right to amend, suspend, modify or terminate the Plan at any time, including the period between a record date and a dividend payment date. To the extent and in the manner the Board or such designee deems appropriate, notice of any such amendment, suspension, modification or termination will be sent to all participants. Upon a termination of the Plan, any uninvested optional cash payments will be returned, certificates for whole shares credited to a participant s account under the Plan will be issued, and a cash payment will be made for any fraction of a share credited to a participant s account. The cash payment will be based on the closing price of the common stock reported as New York Stock Exchange Composite Transactions for such date as is set forth in the notice of termination.

32. Under what circumstances will shares be purchased on the open market and what effect would such purchases have on participants?

Shares of common stock purchased from Honeywell under the Plan may either be authorized but unissued shares or shares reacquired by Honeywell and held in its treasury. If the Agent would be unable to purchase sufficient shares (whether authorized but unissued shares or treasury shares) from Honeywell to satisfy the requirements of the Plan for an investment date, the Agent will purchase the required shares in excess of those purchased from Honeywell for that investment date on the open market. Open market purchases will be made as soon as possible after the applicable investment date, but not more than 30 days after such date.

The purchase price of shares purchased from Honeywell will be computed as set forth in Question 9. The purchase price of shares purchased on the open market will be the negotiated price for such shares or, in the case of multiple open market purchases, the purchase price will be the average of the negotiated prices for such open market purchases. If shares are purchased on the open market, Honeywell will pay any

brokerage commissions which would not have been paid by participants if all of the shares had been purchased from Honeywell under the Plan.

In the event of open market purchases, shares will not be allocated to participants accounts until the date on which the Agent has purchased sufficient shares from Honeywell and on the open market for all participants in the Plan. The purchase price to participants will be based on the weighted average of the purchase price of all shares purchased from Honeywell and the purchase price of all shares purchased on the open market with the funds available for that investment date.

In addition, the income tax consequences to participants will be based on the fair market value of the common stock on the date such shares are allocated to participants accounts, rather than on the investment date, and participants will realize taxable dividend income in an amount equal to their allocable share of brokerage commissions paid by Honeywell (see Question 17).

Additional Information About the Plan

The Agent has advised us that it utilizes Citigroup for all trading activity relative to the Plan on behalf of Plan participants. Citigroup receives a commission in connection with such transactions. Citigroup is not an affiliate of the Agent.

Neither Honeywell nor the Plan will be liable for actions taken in good faith in administering the Plan, or for actions required by law, or for good faith omissions to act. This includes any claims for liability relating to the prices at which shares are purchased or sold for your account, the dates of purchases or sales, or any changes in the market value of the common stock.

Your account represents an investment in the common stock, which may increase or decrease in value. You are responsible for the investment decisions regarding your Plan investments. Neither Honeywell nor the Plan can provide investment advice.

You are responsible for costs that you incur in connection with Plan participation for example, the cost of sending certificates or other materials to us, fees that your bank may charge you for electronic funds transfer, or delivery fees for certificates or payments we send to you by means other than first class mail, at your request.

This prospectus (including any supplements or revisions that may be distributed in the future) sets forth the terms of the Plan. Honeywell may change the terms of the Plan, including applicable fees, or terminate the Plan, at any time. We will mail you a supplemental or revised prospectus before any material changes in the Plan are effective. Honeywell and the Agent may change their administrative procedures without notice, if the changes do not change material terms of the Plan.

DESCRIPTION OF COMMON STOCK

General

As of the date of this prospectus, we are authorized to issue up to 2,000,000,000 shares of common stock. As of December 31, 2008, we had approximately 958 million shares of common stock issued (including approximately 223 million shares held in treasury) and had reserved approximately 119 million shares of common stock for issuance under various employee or director incentive compensation and option plans. American Stock Transfer & Trust Company LLC is the transfer agent and registrar for our common stock. Shares of our common stock are listed on the New York Stock Exchange, the Chicago Stock Exchange and the London Stock Exchange under the symbol HON.

The following summary is not complete. You should refer to the applicable provision of Honeywell s charter and by-laws and to Delaware corporate law for a complete statement of the terms and rights of our common stock.

Dividends

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

Voting Rights

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

Rights Upon Liquidation

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

Other Rights

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

Possible Anti-Takeover Provisions

Honeywell s charter and by-laws provide:

- that the board of directors

may establish the number of seats on the board, subject to the right of preferred stockholders to elect directors in certain circumstances and shareowners rights to set the number of seats upon the vote of holders of a majority of the outstanding shares of common stock;

that vacancies on the board of directors other than at the annual meeting are filled by a vote of the remaining directors;

that special meetings of shareowners generally may be called by the chief executive officer, by a majority of the authorized number of directors, or by the holders of

not less than twenty-five percent of the outstanding shares of Honeywell common stock;

- that action may be taken by shareowners only at annual or special meetings and not by written consent;
- that advance notice must be given to Honeywell for a shareowner to nominate directors for election at a shareowner meeting; and
- that the board of directors may in limited circumstances, without stockholder approval, adopt a plan to provide for the distribution to stockholders of preferred stock or certain other securities upon the occurrence of certain triggering events (but any such plan adopted without stockholder approval must expire within one year of adoption unless ratified by the stockholders).

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

Our charter permits us to issue up to 40,000,000 shares of preferred stock with terms which may be set by the board of directors of Honeywell or a committee of our board of directors. 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 common 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.

LEGAL OPINIONS

Certain legal matters will be passed upon for Honeywell by Jacqueline Whorms, Esq., Assistant General Counsel, Corporate Finance, of Honeywell. As of March 6, 2009, Ms. Whorms beneficially owned 2,625 shares of Honeywell common stock obtainable through the exercise of options. In aggregate, Ms. Whorms had 4,022 restricted units and options to acquire 14,000 shares of Honeywell common stock, 2,625 of which had vested as of March 6, 2009.

EXPERTS

The financial statements and management s assessment of the effectiveness of internal control over financial reporting (which is included in Management s Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2008 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION ABOUT HONEYWELL

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public from the SEC s Web site at http://www.sec.gov. You may also read and copy any document we file at the SEC s public reference room located at 100 F Street N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of any document we file at prescribed rates by writing to the Public Reference Section of the SEC at that address. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Information about us, including our SEC filings, is also available on our Web site at http://www.honeywell.com. The information on or linked to/from our Web site is not part of, and is not incorporated by reference into, this prospectus. You may also inspect reports, proxy statements and other information about Honeywell at the offices of the New York Stock Exchange, 20 Broad Street, New York, NY 10005; and the Chicago Stock Exchange, One Financial Place, 440 South LaSalle Street, Chicago, IL 60605.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to incorporate by reference in this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained herein. We incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the termination of the offering of shares of common stock under this prospectus:

- Our Annual Report on Form 10-K for the year ended December 31, 2008, filed with the SEC on

- February 13, 2009;
- Our Proxy Statement filed with the SEC on March 13, 2008; and
- Our Current Report on Form 8-K filed with the SEC on February 18, 2009.

You can obtain any of the documents incorporated by reference in this prospectus through us, or from the SEC through the SEC s web site at the address provided above. Documents incorporated by reference are available from us without charge, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference as an exhibit in this prospectus. You can obtain documents incorporated by reference in this prospectus free of charge by requesting them in writing or by telephone from us at the following address and telephone number: Honeywell International Inc., 101 Columbia Road, P.O. Box 4000, Morristown, NJ 07962-2497, Attention: Vice President and Secretary, Telephone No.: (973) 455-2000.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are those that address activities, events or developments that we or our management intends, expects, projects, believes or anticipates will or may occur in the future. They are based on management s assumptions and assessments in the light of past experience and trends, current conditions, expected future developments and other relevant factors. They are not guarantees of future performance, and actual results, developments and business decisions may differ from those envisaged by our forward-looking statements. Our forward-looking statements are also subject to risks and uncertainties, which can affect our performance in both the near- and long-term. These forward-looking statements should be considered in light of the information included in this prospectus, including the information under the heading Risk Factors and the description of trends and other factors in Management s Discussion and Analysis of Financial Condition and Results of Operations set forth in our Annual Report on Form 10-K for the year ended December 31, 2008, which is incorporated herein by reference, and in our other filings with the SEC.

INDEMNIFICATION UNDER THE SECURITIES ACT

Section 145 of the Delaware General Corporation Law (the ***DGCL***) provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement in connection with specified actions, suits, proceedings whether civil, criminal, administrative, or investigative (other than action by or in the right of the corporation a derivative action), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The DGCL provides that it is not exclusive of other indemnification that may be granted by a corporation s charter, by-laws, disinterested director vote, shareowner vote, agreement, or otherwise.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareowners for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director s duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) payment of unlawful dividends or unlawful stock purchases or redemptions, or (iv) any transaction from which the director derived an improper personal benefit.

Under Article ELEVENTH of Honeywell s Amended and Restated Certificate of Incorporation, each person who is or was a director or officer of Honeywell, and each director or officer of Honeywell who serves or served any other enterprise or organization at the request of Honeywell, shall be indemnified by Honeywell to the full extent permitted by the DGCL.

Under the DGCL, to the extent that such a person is successful on the merits or otherwise in defense of a suit or proceeding brought against such person by reason of the fact that such person is or was a director or officer of Honeywell, or serves or served any other enterprise or organization at the request of Honeywell, such person shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred in connection with such action.

If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, such a person shall be indemnified under such law against both (1) expenses (including attorneys fees) and (2) judgments, fines and amounts paid in settlement if such person acted in good faith and in a manner such person reasonably believed to be in, or not

opposed to, the best interests of Honeywell, and with respect to any criminal action, had no reasonable cause to believe such person s conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of Honeywell, or if such suit is settled, such a person shall be indemnified under such law only against expenses (including attorneys fees) actually and reasonably incurred in the defense or settlement of such suit if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of Honeywell except that if such a person is adjudged to be liable in such suit to Honeywell, such person cannot be made whole even for expenses unless the court determines that such person is fairly and reasonably entitled to indemnity for such expenses.

In addition, Honeywell maintains directors and officers reimbursement and liability insurance pursuant to standard form policies. The risks covered by such policies include certain liabilities under the securities laws.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling Honeywell pursuant to our Amended and Restated Certificate of Incorporation, Delaware law, or otherwise, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

	Amount*
SEC registration fees	$1,971
Legal fees and expenses	$30,000
Accounting fees and expenses	$10,000
Printer fees	$2,000
Total	$43,971

* All amounts except SEC registration fees estimated. These expenses do not include recurring annual expenses for the operation of the Plan.

Item 15. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law (the "***DGCL***") provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement in connection with specified actions, suits, proceedings whether civil, criminal, administrative, or investigative (other than action by or in the right of the corporation – a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The DGCL provides that it is not exclusive of other indemnification that may be granted by a corporation's charter, by-laws, disinterested director vote, shareowner vote, agreement, or otherwise.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareowners for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) payment of unlawful dividends or unlawful stock purchases or redemptions, or (iv) any transaction from which the director derived an improper personal benefit.

Under Article ELEVENTH of Honeywell's Amended and Restated Certificate of Incorporation, each person who is or was a director or officer of Honeywell, and each director or officer of Honeywell who serves or served any other enterprise or organization at the request of Honeywell, shall be indemnified by Honeywell to the full extent permitted by the DGCL.

Under the DGCL, to the extent that such a person is successful on the merits or otherwise in defense of a suit or proceeding brought against such person by reason of the fact that such person is or was a director or officer of Honeywell, or serves or served any other enterprise or organization at the request of Honeywell, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection with such action.

If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, such a person shall be indemnified under such law against both (1) expenses (including attorneys' fees) and (2) judgments, fines and amounts paid in settlement if such person acted in good faith and in a manner such person reasonably

believed to be in, or not opposed to, the best interests of Honeywell, and with respect to any criminal action, had no reasonable cause to believe such person□s conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of Honeywell, or if such suit is settled, such a person shall be indemnified under such law only against expenses (including attorneys fees) actually and reasonably incurred in the defense or settlement of such suit if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of Honeywell except that if such a person is adjudged to be liable in such suit to Honeywell, such person cannot be made whole even for expenses unless the court determines that such person is fairly and reasonably entitled to indemnity for such expenses.

In addition, Honeywell maintains directors and officers reimbursement and liability insurance pursuant to standard form policies. The risks covered by such policies include certain liabilities under the securities laws.

Item 16. Exhibits

Exhibit No.	
5.1	Opinion of Jacqueline Whorms, Esq., Assistant General Counsel, Corporate Finance, of Honeywell, with respect to the legality of the securities being registered hereby.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of Jacqueline Whorms, Esq., Assistant General Counsel, Corporate Finance, of Honeywell (contained in the opinion filed as Exhibit 5.1 to this registration statement).
24	Powers of Attorney.*

* Previously filed with Post-Effective Amendment No. 1 to this registration statement on December 18, 2008.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in this registration statement;

provided, *however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant□s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan□s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification

against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Morristown, State of New Jersey, on March 6, 2009.

HONEYWELL INTERNATIONAL INC.

/s/ Talia M. Griep
Name: Talia M. Griep
Title: Vice President and Controller

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

NAME	TITLE	DATE
* David M. Cote	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	March 6, 2009
/s/ David J. Anderson David J. Anderson	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	March 6, 2009
/s/ Talia M. Griep Talia M. Griep	Vice President and Controller (Principal Accounting Officer)	March 6, 2009
* Gordon M. Bethune	Director	March 6, 2009
* Jaime Chico Pardo	Director	March 6, 2009
* D. Scott Davis	Director	March 6, 2009
* Linnet F. Deily	Director	March 6, 2009
* Clive R. Hollick	Director	March 6, 2009
* George Paz	Director	March 6, 2009
*		March 6, 2009

Bradley T. Sheares, Ph.D.	Director	
*		March 6, 2009
John R. Stafford	Director	
*		March 6, 2009
Michael W. Wright	Director	

*By /s/ Thomas F. Latkins
Attorney-in-Fact