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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): June 1, 2012

UNITED TECHNOLOGIES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

1-812
**(Commission
File Number)**

06-0570975
**(I.R.S. Employer
Identification No.)**

One Financial Plaza
Hartford, Connecticut 06103
(Address of principal executive offices) (Zip Code)

(860) 728-7000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events.

On June 1, 2012, United Technologies Corporation (the “Company”) issued \$1.0 billion aggregate principal amount of 1.200% Notes due 2015, \$1.5 billion aggregate principal amount of 1.800% Notes due 2017, \$2.3 billion aggregate principal amount of 3.100% Notes due 2022, \$3.5 billion aggregate principal amount of 4.500% Notes due 2042, \$1.0 billion aggregate principal amount of Floating Rate Notes due 2013, and \$0.5 billion aggregate principal amount of Floating Rate Notes due 2015 (collectively, the “Notes”).

The Notes were registered under the Securities Act of 1933, as amended (the “Act”), pursuant to the Company’s Registration Statement on Form S-3, as amended pursuant to the Post-Effective Amendment No. 1 to Form S-3 (File No. 333-167771) (the “Registration Statement”) filed on April 27, 2012. On May 25, 2012, the Company filed with the Securities and Exchange Commission a Prospectus Supplement dated May 24, 2012 (the “Prospectus Supplement”) containing the final terms of the Notes pursuant to Rule 424(b)(2) of the Act.

In connection with such offerings, the Company entered into an Underwriting Agreement, dated May 24, 2012, with Merrill Lynch, Pierce, Fenner & Smith Incorporated, HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named in the Pricing Agreement, dated May 24, 2012, between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named in Schedule I thereto, a form of which is included as Exhibit 1 to the Registration Statement. The Notes were issued under the Amended and Restated Indenture dated as of May 1, 2001, between the Company and The Bank of New York Mellon Trust Company, N.A. The Indenture and a form of the Notes are included as Exhibits 4(a) and 4(b) to the Registration Statement.

The Company expects to use the net proceeds of the Notes primarily to partially fund the cash consideration of its previously announced acquisition of Goodrich Corporation (the “Acquisition”) which is subject to customary conditions, including regulatory consents and approvals. The remainder of the net proceeds from the Notes, if any, will be used for general corporate purposes. If the Company does not complete the Acquisition on or prior to March 25, 2013, or if the Merger Agreement (as defined in the Prospectus Supplement) is terminated prior to that date, the Company must redeem all of the Notes on the earlier to occur of (1) March 29, 2013, if the Acquisition has not been completed on or prior to March 25, 2013, or (2) the 15th day (or if such day is not a business day, the first business day thereafter) following the termination of the Merger Agreement prior to March 25, 2013 (the “Mandatory Redemption Date”), at a redemption price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the Mandatory Redemption Date.

Following the issuance of the Notes, the Company plans to reduce the available commitments under the Company’s \$15.0 billion bridge loan facility, which is available for the Company to pay a portion of the cash consideration for the Acquisition, by approximately \$9.7 billion.

For the relevant terms and conditions of the Underwriting Agreement and the Notes, please refer to the Prospectus Supplement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit 5.1 Opinion of Wachtell, Lipton, Rosen & Katz, dated June 1, 2012

Exhibit 23.1 Consent of Wachtell, Lipton, Rosen & Katz, dated June 1, 2012 (included in Exhibit 5.1)

SIGNATURE

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

Dated: June 1, 2012

UNITED TECHNOLOGIES CORPORATION

By: /s/ An-Ping Hsieh

Name: An-Ping Hsieh

Title: Vice President, Secretary
and Associate General Counsel

[Letterhead of Wachtell, Lipton, Rosen & Katz]

June 1, 2012

United Technologies Corporation
One Financial Plaza
Hartford, Connecticut 06103

Re: United Technologies Corporation Current Report on Form 8-K filed on June 1, 2012

Ladies and Gentlemen:

We have acted as special outside counsel to United Technologies Corporation, a Delaware corporation (the "Company"), in connection with the sale by the Company to the Underwriters (as defined in the Underwriting Agreement dated May 24, 2012 (the "Underwriting Agreement") between the Company and the Representatives of the several Underwriters listed in Schedule I to the Pricing Agreement dated May 24, 2012 (the "Pricing Agreement") between the Company and the Representatives)), pursuant to the Registration Statement on Form S-3, as amended pursuant to the Post-Effective Amendment No. 1 to Form S-3 (File No. 333-167771) (the "Registration Statement") of \$1.0 billion aggregate principal amount of 1.200% Notes due 2015, \$1.5 billion aggregate principal amount of 1.800% Notes due 2017, \$2.3 billion aggregate principal amount of 3.100% Notes due 2022, \$3.5 aggregate principal amount of 4.500% Notes due 2042, \$1.0 billion aggregate principal amount of Floating Rate Notes due 2013 and \$0.5 billion aggregate principal amount of Floating Rate Notes due 2015 (collectively, the "Notes"). The Notes are to be issued under the Amended and Restated Indenture dated as of May 1, 2001 (the "Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), as Trustee (the "Trustee").

We have examined and relied on originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records, certificates of the Company and public officials and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Registration Statement, (b) the base prospectus, dated April 27, 2012, as supplemented by the preliminary prospectus supplement, dated May 24, 2012, relating to the Notes, filed with the Securities and Exchange Commission (the "Commission") on May 24, 2012, pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Act"), (c) the free writing prospectus relating to the Notes, dated May 24, 2012, filed with the Commission on May 24, 2012, (d) the prospectus supplement, filed with the Commission on May 25, 2012, pursuant to Rule 424(b) under the Act (the "Prospectus Supplement"), (e) an executed copy of the Underwriting Agreement and the Pricing Agreement, (f) an executed copy of the Indenture, (g) resolutions of the Board of Directors of the Company relating to the issuance of the Notes, (h) a specimen copy of the global security representing the Notes, (i) a copy of the Restated Certificate of Incorporation of the Company, (j) a copy of the amended and restated Bylaws of the Company and (k) the Designated Officers' Certificate of the Company dated the date hereof establishing the terms of the Notes (the "Officers' Certificate"). In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the agreements, records, documents, instruments and certificates we have reviewed; (iv) all Notes will be issued and sold in

compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus Supplement; and (v) the Underwriting Agreement and Pricing Agreement have been duly authorized and validly executed and delivered by the Underwriters. We have assumed that the terms of the Notes have been established so as not to, and that the execution and delivery by the parties thereto and the performance of such parties' obligations under, the Notes will not, breach, contravene, violate, conflict with or constitute a default under (1) any law, rule or regulation to which any party thereto is subject (excepting the laws of the State of New York and the federal securities laws of the United States of America as such laws apply to the Company), (2) any judicial or regulatory order or decree of any governmental authority or (3) any consent, approval, license, authorization or validation of, or filing, recording or registration with any governmental authority. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others. We have further assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of documents submitted to us as certified, facsimile, conformed, electronic or photostatic copies, and the authenticity of the originals of such copies.

We are members of the Bar of the State of New York, and we have not considered, and we express no opinion as to, the laws of any jurisdiction other than the laws of the State of New York and the federal securities laws of the United States of America, in each case as in effect on the date hereof.

Based upon the foregoing, and subject to the qualifications set forth in this letter, we advise you that, in our opinion, the Notes, when duly executed, authenticated, issued, delivered and paid for in accordance with the terms of the Indenture, the Underwriting Agreement, the Pricing Agreement and the Officers' Certificate, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

The opinion set forth above is subject to the effects of (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally; (b) general equitable principles (whether considered in a proceeding in equity or at law); (c) an implied covenant of good faith and fair dealing; (d) provisions of law that require that a judgment for money damages rendered by a court in the United States be expressed only in United States dollars; (e) limitations by any governmental authority that limit, delay or prohibit the making of payments outside the United States; and (f) generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver, (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected, (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, gross negligence, recklessness, willful misconduct or unlawful conduct, (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed-upon exchange, (v) may limit the enforceability of provisions providing for compounded

interest, imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages or for premiums upon acceleration, or (vi) limit the waiver of rights under usury laws. Furthermore, the manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We express no opinion as to the effect of Section 210(p) of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

We express no opinion as to whether, or the extent to which, the laws of any particular jurisdiction apply to the subject matter hereof, including, without limitation, the enforceability of the governing law provision contained in the Notes, the Indenture and the Officers' Certificate.

This letter speaks only as of its date and is delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. We hereby consent to the filing of copies of this opinion letter as an exhibit to the Company's Current Report on Form 8-K, filed on June 1, 2012, and to the use of our name in the prospectus forming a part of the Registration Statement under the caption "Validity of the Securities." In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz