

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**FORM 8-K**

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**Current Report**  
**Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

**Date of Report (date of earliest event reported): December 10, 2004**

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**HALLIBURTON COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction of Incorporation)

**1-3492**  
(Commission File Number)

**No. 75-2677995**  
(IRS Employer Identification No.)

**1401 McKinney, Suite 2400, Houston, Texas**  
(Address of Principal Executive Offices)

**77010**  
(Zip Code)

**(713) 759-2600**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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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 (see General Instruction A.2. below):

- 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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## INFORMATION TO BE INCLUDED IN REPORT

### Item 1.01.            Entry into a Material Definitive Agreement.

On December 10, 2004, Halliburton entered into Amendment No. 3 (the "Amendment") to the Master Letter of Credit Facility Agreement dated as of October 31, 2003 (as amended, the "Agreement") among Halliburton, certain subsidiaries of Halliburton, the Banks party thereto, the Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, ABN Amro Bank, N.V., as Documentation Agent.

The Amendment modifies the "Term-Out Date" definition of the Agreement which has the effect of extending the availability of advances under the Agreement to the earlier of March 31, 2005 or when an order approving the proposed plan of reorganization in the Chapter 11 proceedings of DII Industries, Kellogg Brown & Root, and Halliburton's other affected subsidiaries becomes final and nonappealable.

The Amendment is attached to this report as Exhibit 10.1.

### Item 9.01.            Financial Statements and Exhibits.

The exhibit listed below is filed herewith.

(c)                      Exhibits.

- 10.1 Amendment No. 3 to the Master Letter of Credit Facility Agreement dated as of October 31, 2003 among Halliburton, certain subsidiaries of Halliburton, the Banks party thereto, the Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, ABN Amro Bank, N.V., as Documentation Agent.
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SIGNATURES

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

HALLIBURTON COMPANY

Date: December 14, 2004

By: /s/ Margaret E. Carriere  
Margaret E. Carriere  
Vice President and Secretary

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EXHIBIT INDEX

<b>EXHIBIT NUMBER</b>	<b>EXHIBIT DESCRIPTION</b>
10.1	Amendment No. 3 to the Master Letter of Credit Facility Agreement dated as of October 31, 2003 among Halliburton, certain subsidiaries of Halliburton, the Banks party thereto, the Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, ABN Amro Bank, N.V., as Documentation Agent.

**AMENDMENT NO. 3  
TO MASTER LETTER OF CREDIT FACILITY AGREEMENT**

AMENDMENT NO. 3 dated as of December 10, 2004 (this "Amendment No. 3") to the Master L/C Facility Agreement (as defined below) among HALLIBURTON COMPANY (the "Company"), the Banks (as defined in the Master L/C Facility Agreement) party hereto, and CITICORP NORTH AMERICA, INC. ("CNAI"), as Administrative Agent hereunder. Capitalized terms defined in the Master L/C Facility Agreement and not otherwise defined herein being used herein as therein defined.

PRELIMINARY STATEMENTS:

(1) The Company, the Banks and the Administrative Agent are parties to that certain Master Letter of Credit Facility Agreement dated as of October 31, 2003 (as amended by Amendment No. 1 dated as of May 10, 2004 and Amendment No. 2 dated as of July 14, 2004, the "Master L/C Facility Agreement") among the Company, certain subsidiaries of the Company, the Banks party thereto, the Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, ABN Amro Bank, N.V., as Documentation Agent and Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Co-Lead Arrangers.

(2) The Company, the Banks and the Administrative Agent have agreed to amend certain provisions of the Master L/C Facility Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. Amendments. The Master L/C Facility Agreement is, effective as of the Amendment Effective Date (defined below), amended as follows:

(a) The definition of "Term-Out Date" contained in Section 1.01 of the Master L/C Facility Agreement is hereby amended and restated in its entirety to read as follows:

"Term-Out Date" means the earlier of (x) March 31, 2005 and (y) the Exit Date."

SECTION 2. Effectiveness. This Amendment No. 3 shall become effective as of the date first above written (the "Amendment Effective Date") upon the receipt by the Administrative Agent of the following: (a) counterparts of this Amendment No. 3 executed by the Company, the Administrative Agent and each Bank, (b) the consent in the form attached hereto, duly executed by each Subsidiary Guarantor and (c) payment for all fees, costs and expenses of the Administrative Agent and the Banks that have been invoiced to the Company and are due and payable (including, without limitation, any fees, costs and expenses due and payable pursuant to Section 4 below) as of the date of the Company's execution hereof.

SECTION 3. Effect on Master L/C Facility Agreement. On and after the effectiveness of this Amendment No. 3, each reference in the Master L/C Facility Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Master L/C Facility Agreement, and each reference in each other Loan Document to "the Master LC Facility Agreement", "thereunder", "thereof" or words of like import referring to the Master L/C Facility Agreement, shall mean and be a reference to the Master L/C Facility Agreement, as amended by this Amendment No. 3. The Master L/C Facility Agreement, as specifically amended by this Amendment No. 3, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment No. 3 shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 4. Payment of Fees. The Company agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment No. 3 in accordance with the terms of Section 8.04(a)(i) of the Master L/C Facility Agreement.

SECTION 5. Execution in Counterparts. This Amendment No. 3 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment No. 3 by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment No. 3.

SECTION 6. Governing Law. This Amendment No. 3 shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have each caused this Amendment No. 3 to be executed and delivered by their respective duly authorized officer as of the date first above written.

**Company:**

HALLIBURTON COMPANY

By: /s/ W. Preston Holsinger  
Name: W. Preston Holsinger  
Title: Vice President and Treasurer

\* Bank signature pages omitted.