

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Form S-8

REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933

Halliburton Company  
(Exact name of issuer as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

73-0271280  
(I.R.S. Employer  
Identification No.)

HALLIBURTON COMPANY  
3600 Lincoln Plaza  
500 N. Akard St.  
Dallas, Texas 75201  
(Address of principal executive offices)

HALLIBURTON COMPANY  
1993 STOCK AND LONG-TERM INCENTIVE PLAN  
(Full title of the plan)

LESTER L. COLEMAN  
EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL

HALLIBURTON COMPANY  
3600 Lincoln Plaza  
500 N. Akard St.  
Dallas, Texas 75201  
(Name and address of agent for service)

(214) 978-2600  
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$2.50 par value (including Preferred Stock Purchase Rights)	5,355,900 shares(1)	\$40.25(2)	\$146,320,213(3)	\$60,412.21

(1) Also registered hereby are such additional and indeterminable number of shares (including Preferred Stock Purchase Rights "Rights") as may become issuable because of provisions of the Plan relating to adjustments for changes resulting from stock splits, stock dividends and similar changes.

(2) The maximum offering price per share of shares subject to stock options heretofore granted. The offering price per share of shares subject to future grants will be determined by reference to the market price of the stock when the options are granted.

(3) Estimated solely for the purpose of calculating the registration fee on the basis of (i) with respect to 1,028,500, the prices at which the outstanding options may be exercised and (ii) with respect to 4,327,400 shares which may be issued pursuant to restricted stock, stock option, stock appreciation rights and performance shares awards in the future, the average of the high and low prices of the Common Stock of the Company reported in the consolidated reporting system on July 28, 1994.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents, heretofore filed with the SEC by the Company pursuant to the Exchange Act, are incorporated herein by reference.

(a) The Company's Annual Report on Form 10-K for the year ended December 31, 1993;

(b) The Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1994, June 30, 1994 and the Company's Current Reports on Form 8-K dated January 14, 1994, May 2, 1994, May 17, 1994, June 21, 1994, June 29, 1994, July 11, 1994, July 21, 1994, July 26, 1994 and July 28, 1994; and

(c) The description of the Common Stock contained in the Registration Statement on Form 10 dated August 26, 1948, as amended by Form 8 dated July 7, 1988 and the description of the Company's Preferred Stock Purchase Rights contained in the Registration Statement on Form 8-A dated May 20, 1986, as amended by Form 8 dated February 23, 1990.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from date of filing of such documents.

Item 4. Description of Securities. Not applicable.

Item 5. Interests of Named Experts and Counsel. Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") generally gives a corporation the power to indemnify any of its officers or directors against certain expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with certain threatened, pending or completed actions, suits or proceedings provided generally that such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the interests of the corporation, and, with respect to any criminal action or proceeding, had no reason to believe his conduct was unlawful. In addition, Section 141 of the DGCL contains provisions to the general effect that any director shall in the performance of his duties be fully protected in relying in good faith upon the books of account or records of the corporation or reports or statements prepared by an official of the corporation and Section 174 of the DGCL provides that any director may exonerate himself from liability for any improper act or resolution of the Board of Directors with respect to dividends by duly recording or publishing his dissent thereto.

Article Eleventh of the registrant's Certificate of Incorporation, as amended, traces substantially all of the language of the DGCL referred to above. Such Article provides that the registrant shall indemnify officers, directors, employees and agents of the registrant in those instances and under circumstances where indemnification is authorized under said statute.

Provisions of the registrant's By-laws also provide generally that while serving as a director or officer of the registrant such director or officer shall be indemnified and held harmless to the fullest extent authorized by the DGCL, as the same exists or as it may hereafter be amended.

The registrant has entered into indemnification agreements with each of its directors which provide for indemnification as permitted by the DGCL, and provide that the registrant will pay certain expenses incurred by a director in connection with any threatened, pending or completed action, suit or proceeding, whether criminal or civil, where the director's involvement is by reason of the fact that he is or was a director of the registrant. Such amounts include attorneys' fees and other expenses customarily incurred in connection with legal proceedings and, in the case of proceedings other than actions by or in the name of the registrant, judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred. A director will be entitled to indemnification under such agreements if he acted in good faith and in a manner which he reasonably believed was in, or not opposed to, the best interests of the registrant, and with respect to any criminal proceeding, had no reason to believe his conduct was unlawful.

Article Sixteenth of the registrant's Certificate of Incorporation, as amended, generally provides that a director of the registrant shall not be liable to the registrant or its stockholders for monetary damages except for any matter under Section 174 of the DGCL or any amendment thereto or by reason that, in addition to any and all other requirements for such liability, such director (i) shall have breached the duty of loyalty to the registrant or its stockholders, (ii) in acting or failing to act, shall not have acted in good faith or shall have acted in a manner involving intentional misconduct or a knowing violation of law or (iii) shall have derived an improper personal benefit.

The registrant provides liability insurance for its directors and officers for certain losses arising from claims or charges which may be made against them while acting in their capacities as directors or officers of the Company.

For a statement of the registrant's undertakings with respect to indemnification of directors and officers, see Item 9 below.

Item 7. Exemption from Registration. Not applicable.

Item 8. Exhibits.

- 4.1 Composite Certificate of Incorporation filed May 26, 1987 with the Secretary of State of the State of Delaware and that certain Certificate of Designations, Rights and Preferences related to the authorization of the Company's Junior Participating Preferred Stock, Series A (incorporated by reference to Exhibit 4(d) to the Company's Registration Statement on Form S-3 (File No. 33-38394) originally filed with the SEC on December 21, 1990).
- 4.2 Amended and Restated Rights Agreement dated as of February 15, 1990, between the Company and NCNB Texas National Bank, as Rights Agent, which includes the form of Right Certificate as Exhibit A (incorporated by reference to Exhibit 1 to the company's Form 8 dated as of February 23, 1990 to the Company's Registration Statement on Form 8-A dated May 20, 1986).
- 4.3 Form of agreement sent to optionees setting forth the terms and conditions of stock options, as last revised.
- 4.4 Form of agreement sent to restricted stock awardees setting forth the terms and conditions of restricted stock awards, as last revised.
- 5 Opinion of Vinson & Elkins L.L.P. as to the legality of the securities being registered.
- 23.1 Consent of Arthur Andersen & Co.
- 23.2 Consent of Vinson & Elkins L.L.P. included in the opinion filed as Exhibit 5 to this registration statement.
- 24 Power of attorney authorizing certain officers to sign this registration statement and amendments thereto on behalf of directors.

Item 9. S-K Item 512 Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement.

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the 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.

(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 the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) 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.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. 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-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on this the 2nd day of August 1994.

HALLIBURTON COMPANY

By /s/ THOMAS H. CRUIKSHANK

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 Thomas H. Cruikshank  
 Chairman of the Board and  
 Chief Executive officer

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.

Signature -----	Title -----	Date ----
/s/ THOMAS H. CRUIKSHANK ----- Thomas H. Cruikshank	Chairman of the Board and Chief Executive Officer and Director (Principal Executive Officer)	August 2, 1994
/s/ JERRY H. BLURTON ----- Jerry H. Blurton	Vice President -- Finance (Principal Financial Officer)	August 2, 1994
/s/ SCOTT R. WILLIS ----- Scott R. Willis	Controller (Principal Accounting Officer)	August 2, 1994
* ANNE L. ARMSTRONG ----- Anne L. Armstrong	Director	August 2, 1994
* ROBERT W. CAMPBELL ----- Robert W. Campbell	Director	August 2, 1994
* LORD CLITHEROE ----- Lord Clitheroe	Director	August 2, 1994
* ROBERT L. CRANDALL ----- Robert L. Crandall	Director	August 2, 1994

Signature -----	Title -----	Date -----
* W.R. HOWELL ----- W.R. Howell	Director	August 2, 1994
* DALE P. JONES ----- Dale P. Jones	Director	August 2, 1994
* C. J. SILAS ----- C. J. Silas	Director	August 2, 1994
* ROGER T. STAUBACH ----- Roger T. Staubach	Director	August 2, 1994
* RICHARD J. STEGEMEIER ----- Richard J. Stegemeier	Director	August 2, 1994
* E. L. WILLIAMSON ----- E. L. Williamson	Director	August 2, 1994

\*By:  
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Susan S. Keith  
Pursuant to  
Power of Attorney

Date: August 2, 1994

Powers of attorney authorizing Susan S. Keith to sign the registration statement and amendments thereto on behalf of the above named directors are filed with the registration statement.

INDEX TO EXHIBITS

Exhibit No. -----	Description -----
4.1	Composite Certificate of Incorporation filed May 26, 1987 with the Secretary of State of the State of Delaware and that certain Certificate of Designations, Rights and Preferences related to the authorization of the Company's Junior Participating Preferred Stock, Series A (incorporated by reference to Exhibit 4(d) to the Company's Registration Statement on Form S-3 (File No. 33-38394) originally filed with the SEC on December 21, 1990).
4.2	Amended and Restated Rights Agreement dated as of February 15, 1990, between the Company and NCNB Texas National Bank, as Rights Agent, which includes the form of Right Certificate as Exhibit A (incorporated by reference to Exhibit 1 to the company's Form 8 dated as of February 23, 1990 to the Company's Registration Statement on Form 8-A dated May 20, 1986).
4.3	Form of agreement sent to optionees setting forth the terms and conditions of stock options, as last revised.
4.4	Form of agreement sent to restricted stock awardees setting forth the terms and conditions of restricted stock awards, as last revised.
5	Opinion of Vinson & Elkins L.L.P. as to the legality of the securities being registered.
23.1	Consent of Arthur Andersen & Co.
23.2	Consent of Vinson & Elkins L.L.P. included in the opinion filed as Exhibit 5 to this registration statement.
24	Power of attorney authorizing certain officers to sign this registration statement and amendments thereto on behalf of directors.

NONSTATUTORY STOCK OPTION AGREEMENT

AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 1994, between HALLIBURTON COMPANY, a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Employee").

To carry out the purposes of the HALLIBURTON COMPANY 1993 STOCK AND LONG-TERM INCENTIVE PLAN (the "Plan"), by affording Employee the opportunity to purchase shares of common stock, par value \$2.50 per share, of the Company ("Stock"), and in consideration of the mutual agreements and other matters set forth herein and in the Plan, the Company and Employee hereby agree as follows:

1. Grant of Option. The Company hereby irrevocably grants to Employee \_\_\_\_\_ the right and option ("Option") to purchase all or any part of an aggregate of \_\_\_\_\_ shares of Stock, on the terms and conditions set forth herein and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. This Option shall not be treated as an incentive stock option within the meaning of section 422(b) of the Internal Revenue Code of 1986, amended (the "Code").

2. Purchase Price. The purchase price of Stock purchased pursuant \_\_\_\_\_ to the exercise of this Option shall be \$\_\_\_\_\_ per share, which has been determined to be not less than the fair market value of the Stock at the date of grant of this Option. For all purposes of this Agreement, fair market value of Stock shall be determined in accordance with the provisions of the Plan.

3. Exercise of Option. Subject to the earlier expiration of this \_\_\_\_\_ Option as herein provided, this Option may be exercised, by written notice to the Company at its principal executive office addressed to the attention of its Vice President-Legal, at any time and from time to time after the date of grant hereof, but, except as otherwise provided below, this Option shall not be exercisable for more than a percentage of the aggregate number of shares offered by this Option determined by the number of full years from the date of grant hereof to the date of such exercise, in accordance with the following schedule:

Number of Full Years -----	Percentage of Shares That May be Purchased -----
Less than 1 year	0%
1 year	33 1/3%
2 years	67%
3 years	100%

This Option is not transferable by Employee otherwise than by will or the laws of descent and distribution, and may be exercised only by Employee during Employee's lifetime. This Option may be exercised only while Employee remains an employee of the Company, subject to the following exceptions:

(a) If Employee's employment with the Company terminates by reason of disability (disability being defined as being physically or mentally incapable of performing either the Employee's usual duties as an Employee or any other duties as an Employee that the Company reasonably makes available and such condition is likely to remain continuously and permanently, as determined by the Committee), this Option may be exercised in full by Employee (or Employee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) at any time during the period of three years following such termination.

(b) If Employee dies while in the employ of the Company, Employee's estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee, may exercise this Option in full at any time during the period of three years following the date of Employee's death.

(c) If Employee's employment with the Company terminates by reason of normal retirement at or after age 65 or early retirement with consent of the Committee, this Option may be exercised in full by Employee at any time during the period of three years following such termination, or by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Employee) during the remainder of such three year period following such termination, if Employee dies during such three year period.

(d) If Employee's employment with the Company terminates for any reason other than those set forth in subparagraphs (a) through (c) above, this Option may be exercised by Employee at any time during the period of 30 days following such termination, or by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Employee) during a period of 6 months following Employee's death if Employee dies during such 30 day period, but in each case only as to the number of shares Employee was entitled to purchase hereunder upon exercise of this Option as of the date Employee's employment so terminates.

This Option shall not be exercisable in any event prior to the expiration of six months from the date of grant hereof or after the expiration of ten years from the date of grant hereof notwithstanding anything hereinabove contained. The purchase price of shares as to which this Option is exercised shall be paid in full at the time of exercise (a) in cash (including check, bank draft or money order payable to the order of the Company), (b) by delivering to the Company shares of Stock having a fair market value equal to the purchase price, or (c) by a combination

of cash or Stock. No fraction of a share of Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the purchase price thereof; rather, Employee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Stock. Unless and until a certificate or certificates representing such shares shall have been issued by the Company to Employee, Employee (or the person permitted to exercise this Option in the event of Employee's death) shall not be or have any of the rights or privileges of a shareholder of the Company with respect to shares acquirable upon an exercise of this Option.

4. Withholding of Tax. To the extent that the exercise of this Option

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or the disposition of shares of Stock acquired by exercise of this Option results in compensation income to Employee for federal or state income tax purposes, Employee shall deliver to the Company at the time of such exercise or disposition such amount of money or shares of Stock as the Company may require to meet its withholding obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold from any cash or Stock remuneration then or thereafter payable to Employee any tax required to be withheld by reason of such resulting compensation income. Upon an exercise of this Option, the Company is further authorized in its discretion to satisfy any such withholding requirement out of any cash or shares of Stock distributable to Employee upon such exercise.

5. Status of Stock. The Company intends to register for issuance under

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the Securities Act of 1933, as amended (the "Act") the shares of Stock acquirable upon exercise of this Option, and to keep such registration effective throughout the period this option is exercisable. In the absence of such effective registration or an available exemption from registration under the Act, issuance of shares of Stock acquirable upon exercise of this Option will be delayed until registration of such shares is effective or an exemption from registration under the Act is available. The Company intends to use its best efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon an exercise of this Option, Employee (or the person permitted to exercise this Option in the event of Employee's death or incapacity), if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

Employee agrees that the shares of Stock which Employee may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable securities laws, whether federal or state. Employee also agrees (i) that the certificates representing the shares of Stock purchased under this Option may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the shares of Stock purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer

agent, if any, to stop registration of the transfer of the shares of Stock purchased under this Option.

6. Employment Relationship. For purposes of this Agreement, Employee

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shall be considered to be in the employment of the Company as long as Employee remains an employee of either the Company, a parent or subsidiary corporation (as defined in section 424 of the Code) of the Company, or a corporation or a parent or subsidiary of such corporation assuming or substituting a new option for this Option. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, and its determination shall be final.

7. Binding Effect. This Agreement shall be binding upon and inure to the

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benefit of any successors to the Company and all persons lawfully claiming under Employee.

8. Governing Law. This Agreement shall be governed by, and construed in

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accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its officer thereunto duly authorized, and Employee has executed this Agreement, all as of the day and year first above written.

HALLIBURTON COMPANY

By: \_\_\_\_\_  
Thomas H. Cruikshank  
Chairman of the Board and  
Chief Executive Officer

\_\_\_\_\_

Please furnish the following information for shareholder records:

----- (Given name and initial must be used for stock registry)	----- Social Security Number (if applicable)
-----	----- Birthdate Month/Day/Year
-----	----- Name of Employer
----- Address (Zip Code)	----- Day phone number

United States Citizen: Yes      No  
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PROMPTLY NOTIFY THE VICE PRESIDENT-LEGAL  
OF HALLIBURTON COMPANY OF ANY CHANGE IN ADDRESS.

RESTRICTED STOCK AGREEMENT

AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 1994, between HALLIBURTON COMPANY, a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Employee").

1. Award.

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(a) Shares. Pursuant to the Halliburton Company 1993 Stock and

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Long-Term Incentive Plan (the "Plan"), \_\_\_\_\_ shares (the "Restricted Shares") of the Company's common stock, par value \$2.50 per share ("Stock"), shall be issued as hereinafter provided in Employee's name subject to certain restrictions thereon.

(b) Issuance of Restricted Shares. The Restricted Shares shall be

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issued upon acceptance hereof by Employee and upon satisfaction of the conditions of this Agreement.

(c) Plan Incorporated. Employee acknowledges receipt of a copy of

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the Plan, and agrees that this award of Restricted Shares shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement.

2. Restricted Shares. Employee hereby accepts the Restricted Shares

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when issued and agrees with respect thereto as follows:

(a) Forfeiture Restrictions. The Restricted Shares may not be

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sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined), and in the event of termination of Employee's employment with the Company or employing subsidiary for any reason other than (i) normal retirement on or after age sixty-five, (ii) death or (iii) disability (as determined by the Committee which administers the Plan (the "Committee")), or except as otherwise provided in the last sentence of subparagraph (b) of this Paragraph 2, Employee shall, for no consideration, forfeit to the Company all Restricted Shares to the extent then subject to the Forfeiture Restrictions. The prohibition against transfer and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of employment are herein referred to as "Forfeiture Restrictions." The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

(b) Lapse of Forfeiture Restrictions. The Forfeiture Restrictions

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shall lapse as to the Restricted Shares in accordance with the following schedule provided that Employee has been continuously employed by the Company from the date of this Agreement through the lapse date:

Lapse Date -----	Percentage of Total Number of Restricted Shares as to Which Forfeiture Restrictions Lapse -----
First Anniversary of the date of this Agreement	10%
Second Anniversary of the date of this Agreement	10%
Third Anniversary of the date of this Agreement	10%
Fourth Anniversary of the date of this Agreement	10%
Fifth Anniversary of the date of this Agreement	10%
Sixth Anniversary of the date of this Agreement	10%
Seventh Anniversary of the date of this Agreement	10%
Eighth Anniversary of the date of this Agreement	10%
Ninth Anniversary of the date of this Agreement	10%
Tenth Anniversary of the date of this Agreement	10%

Notwithstanding the foregoing, the Forfeiture Restrictions shall lapse as to all of the Restricted Shares on the earlier of (i) the occurrence of a Corporate Change (as such term is defined in the Plan), or (ii) the date Employee's employment with the Company is terminated by reason of

death, disability (as determined by the Committee) or normal retirement on or after age sixty-five. In the event Employee's employment is terminated for any other reason, including retirement prior to age sixty-five with the approval of the Company or employing subsidiary, the Committee may, in its sole discretion, approve the lapse of Forfeiture Restrictions as to any or all Restricted Shares still subject to such restrictions, such lapse to be effective on the date of the Committee's approval or Employee's termination date, if later.

(c) Certificates. A certificate evidencing the Restricted Shares

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shall be issued by the Company in Employee's name, or at the option of the Company, in the name of a nominee of the Company, pursuant to which Employee shall have voting rights and shall be entitled to receive all dividends unless and until the Restricted Shares are forfeited pursuant to the provisions of this Agreement. The certificate shall bear a legend as determined by the Committee evidencing the nature of the Restricted Shares, and the Company may cause the certificate to be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Committee as a depository for safekeeping until the forfeiture occurs or the Forfeiture Restrictions lapse pursuant to the terms of the Plan and this award. Upon request of the Committee, Employee shall deliver to the Company a stock power, endorsed in blank, relating to the Restricted Shares then subject to the Forfeiture Restrictions. Upon the lapse of the Forfeiture Restrictions without forfeiture, The Company shall cause a new certificate or certificates to be issued without legend in the name of Employee for the shares upon which Forfeiture Restrictions lapsed. Notwithstanding any other provisions of this Agreement, the issuance or delivery of any shares of Stock (whether subject to restrictions or unrestricted) may be postponed for such period as may be required to comply with applicable requirements of any national securities exchange or any requirements under any law or regulation applicable to the issuance or delivery of such shares. The Company shall not be obligated to issue or deliver any shares of Stock if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any national securities exchange.

3. Withholding of Tax. To the extent that the receipt of the

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Restricted Shares or the lapse of any Forfeiture Restrictions results in income to Employee for federal or state income tax purposes, Employee shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money or, if the Committee so determines, shares of unrestricted Stock as the Company may require to meet its withholding obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold from any cash or Stock remuneration then or thereafter payable to Employee any tax required to be withheld by reason of such resulting compensation income.

4. Status of Stock. Employee agrees that the Restricted Shares will

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not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws. Employee also agrees (i) that the certificates representing the Restricted Shares may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the Restricted Shares on the stock transfer records of the Company if such proposed

transfer would be in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Restricted Shares.

5. Employment Relationship. For purposes of this Agreement, Employee

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shall be considered to be in the employment of the Company as long as Employee remains an employee of either the Company, any successor corporation or a parent or subsidiary corporation (as defined in section 424 of the Code) of the Company or any successor corporation. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, and its determination shall be final.

6. Committee's Powers. No provision contained in this Agreement shall

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in any way terminate, modify or alter, or be construed or interpreted as terminating, modifying or altering any of the powers, rights or authority vested in the Committee pursuant to the terms of the Plan, including, without limitation, the Committee's rights to make certain determinations and elections with respect to the Restricted Shares.

7. Binding Effect. This Agreement shall be binding upon and inure to

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the benefit of any successors to the Company and all persons lawfully claiming under Employee.

8. Governing Law. This Agreement shall be governed by, and construed

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in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and Employee has executed this Agreement, all as of the date first above written.

HALLIBURTON COMPANY

By:

-----  
W. Bernard Pieper  
Vice Chairman

-----  
Employee

Attachment No. 1 to Restricted Stock Agreement

Please Check Appropriate Item (One of the boxes must be checked):

/ / I do not desire the alternative tax treatment provided for in the Internal Revenue Code Section 83(b).

/ / \*I do desire the alternative tax treatment provided for in Internal Revenue Code Section 83(b) and desire that forms for such purpose be forwarded to me.

\* I acknowledge that the Company has suggested that before this block is checked that I check with a tax consultant of my choice.

Please furnish the following information for shareholder records:

\_\_\_\_\_  
(Given name and initial must be used for stock registry)

\_\_\_\_\_  
Social Security Number (if applicable)

\_\_\_\_\_

\_\_\_\_\_  
Birthdate  
Month/Day/Year

\_\_\_\_\_

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address (Zip Code)

\_\_\_\_\_  
Day phone number

United States Citizen: Yes\_\_\_ No\_\_\_

PROMPTLY NOTIFY THE VICE PRESIDENT-LEGAL OF HALLIBURTON COMPANY, 3600 LINCOLN PLAZA, DALLAS, TEXAS 75201 OF ANY CHANGE IN ADDRESS.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee

[LETTERHEAD OF VINSON & ELKINS APPEARS HERE]

August 2, 1994

Halliburton Company  
3600 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

Gentlemen:

We have acted as counsel for Halliburton Company (the "Company") for a number of years and are familiar with the Halliburton Company 1993 Stock and Long-Term Incentive Plan (the "Plan"), pursuant to which shares of Common Stock, \$2.50 par value ("Common Stock"), of the Company will be issued to certain key employees of the Company and its subsidiaries. We have assisted in the preparation of the Plan and the Registration Statement on Form S-8, under the Securities Act of 1933, as amended, to be filed on August 2, 1994 with the Securities and Exchange Commission by the Company with respect to the shares of Common Stock and Preferred Stock Purchase Rights of the Company to be issued under the Plan.

In this connection, we have examined such certificates, documents and records as we have deemed relevant and necessary as a basis of our opinions hereinafter set forth, including, among other things, the Plan and copies of relevant resolutions passed by the Board of Directors and Stockholders of the Company. The Plan provides that shares of Common Stock to be issued thereunder may be authorized but unissued Common Stock or Common Stock previously issued and outstanding and reacquired by the Company. The opinion hereinafter set forth relates to securities originally issued under the Plan.

Based upon the foregoing, we are of the opinion that:

- (i) The shares of Common Stock to be issued pursuant to various awards under the Plan have been duly authorized and, when (a) the Registration Statement has become effective under the Securities Act of 1933, as amended, and the pertinent provisions of any state securities laws, as may be applicable, have been complied with and (b) the shares of Common Stock are issued and paid for in accordance with the terms of the Plan and any stock option, restricted

stock or other agreement pursuant to which such shares would be issuable under the Plan, such shares of Common Stock shall be validly issued, fully paid and non-assessable and any related Preferred Stock Purchase Rights shall be validly issued.

- (ii) The Plan is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended.

This opinion is rendered as of the effective date of the Company's Registration Statement. We hereby consent to the statements with respect to us under Item 5 of the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement, but we do not admit that we are within the class of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Vinson & Elkins L.L.P.  
VINSON & ELKINS L.L.P.

Exhibit 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated February 4, 1994 included in Halliburton Company's form 10-K for the year ended December 31, 1993 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen & Co.

ARTHUR ANDERSEN & CO.

Dallas, Texas

August 2, 1994

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ Anne L. Armstrong  
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Anne L. Armstrong

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ Robert W. Campbell  
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Robert W. Campbell

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ Lord Clitheroe  
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Lord Clitheroe

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/Robert L. Crandall  
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Robert L. Crandall

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 7 day of December, 1993.

/s/ W. R. Howell  
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W. R. Howell

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ Dale P. Jones  
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Dale P. Jones

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ C. J. Silas

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C. J. Silas

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 3rd day of December, 1993.

/s/ Roger T. Staubach  
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Roger T. Staubach

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 17th day of May, 1994.

/s/ Richard J. Stegemeier  
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Richard J. Stegemeier

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, a Director of Halliburton Company, do hereby constitute and appoint Thomas H. Cruikshank, Dale P. Jones and Susan S. Keith, or any of them acting alone, my true and lawful attorneys or attorney, to do any and all acts and things and execute any and all instruments which said attorneys or attorney may deem necessary or advisable to enable Halliburton Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration under said Securities Act of 1933, as amended, of shares of the Common Stock of Halliburton Company, par value \$2.50 per share, to be sold and offered for sale pursuant to the terms of the 1993 Stock and Long-Term Incentive Plan of Halliburton Company, as amended and as the same may be from time to time amended, including specifically, but without limitation thereof, power and authority to sign by name as Director of Halliburton Company to any registration statements and applications and statements to be filed with the Securities and Exchange Commission in respect of said shares of Common Stock and all amendments thereto, including without limitation post-effective amendments thereto, and to any instruments or documents filed as a part of or in connection therewith; and I hereby ratify and confirm all that said attorneys or attorney shall do or cause to be done by virtue hereof.

IN TESTIMONY HEREOF, witness my hand this the 2nd day of December, 1993.

/s/ E. L. Williamson

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E. L. Williamson