

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): March 3, 2020

HALLIBURTON COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

**3000 North Sam Houston Parkway East
Houston, Texas 77032**
(Address of Principal Executive Offices)

001-03492
(Commission
File Number)

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

(281) 871-2699
(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 (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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$2.50 per share	HAL	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On March 3, 2020, Halliburton Company (the “Company”) issued \$1,000,000,000 aggregate principal amount of 2.920% Senior Notes due 2030 (the “Notes”). The Notes were sold pursuant to an Underwriting Agreement, dated as of February 19, 2020, among the Company, J.P. Morgan Securities LLC, Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Mizuho Securities USA LLC, as representatives of the several underwriters named therein, as previously reported on the Company’s Current Report on Form 8-K filed on February 20, 2020.

The Notes were issued under an Indenture, dated as of October 17, 2003 (the “Base Indenture”), as supplemented with respect to the Notes by the Ninth Supplemental Indenture (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), dated as of March 3, 2020, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank.

The Company will pay interest on the Notes on March 1 and September 1 of each year, beginning on September 1, 2020. The Notes will mature on March 1, 2030. The Company may redeem some or all of the Notes at any time and from time to time at the redemption prices, plus accrued and unpaid interest, as set forth in the Supplemental Indenture. The Notes are the Company’s general, senior unsecured indebtedness and rank equally with all of the Company’s existing and future senior unsecured indebtedness. The Notes will effectively rank junior to any future secured indebtedness of the Company, to the extent of the value of the collateral securing such indebtedness, unless and to the extent the Notes are entitled to be equally and ratably secured.

The offering of the Notes was made pursuant to the Company’s automatic registration statement on Form S-3 (Registration No. 333-236378) (the “Registration Statement”), which became effective upon filing with the Securities and Exchange Commission on February 11, 2020, and pursuant to the prospectus supplement, dated as of February 19, 2020, to the prospectus, dated as of February 11, 2020, which forms a part of the Registration Statement.

The foregoing descriptions of the Indenture and the Notes do not purport to be complete and are qualified in their entirety by reference to the full text of the Base Indenture, the Supplemental Indenture and the form of the Notes, which are filed as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

In connection with the offering of the Notes, the Company is filing as Exhibit 5.1 hereto an opinion of counsel addressing the validity of the Notes and certain related matters. Such opinion is incorporated by reference into the Registration Statement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 4.1 [Indenture, dated as of October 17, 2003, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank \(incorporated by reference to Exhibit 4.1 to the Company’s Form 10-Q for the quarter ended September 30, 2003, File No. 001-03492\).](#)
- 4.2 [Ninth Supplemental Indenture, dated as of March 3, 2020, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank.](#)
- 4.3 [Form of Global Note for the Company’s 2.920% Senior Notes due 2030 \(included as part of Exhibit 4.2\).](#)
- 5.1 [Opinion of Baker Botts L.L.P.](#)
- 23.1 [Consent of Baker Botts L.L.P. \(included as part of Exhibit 5.1\).](#)
- 104 Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).

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: March 3, 2020

By: /s/ Bruce A. Metzinger

Bruce A. Metzinger

Vice President, Public Law and Assistant Secretary

HALLIBURTON COMPANY
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

Ninth Supplemental Indenture

Dated as of March 3, 2020

\$1,000,000,000 2.920% Senior Notes due March 1, 2030

NINTH SUPPLEMENTAL INDENTURE dated as of March 3, 2020 between Halliburton Company, a Delaware corporation (the “Company”), and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the Company has heretofore entered into an Indenture, dated as of October 17, 2003 (the “Original Indenture”), with the Trustee, as supplemented by a First Supplemental Indenture, dated as of October 17, 2003, a Second Supplemental Indenture, dated as of December 15, 2003, a Third Supplemental Indenture, dated as of January 26, 2004, a Fourth Supplemental Indenture, dated as of September 12, 2008, a Fifth Supplemental Indenture, dated as of March 13, 2009, a Sixth Supplemental Indenture, dated as of November 14, 2011, a Seventh Supplemental Indenture, dated as of August 5, 2013, and an Eighth Supplemental Indenture, dated as of November 13, 2015;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as supplemented by this Ninth Supplemental Indenture, is herein called the “Indenture”;

WHEREAS, under the Original Indenture, a new series of Securities may at any time be established pursuant to a supplemental indenture executed by the Company and the Trustee;

WHEREAS, the Company proposes to create under the Indenture a new series of Securities;

WHEREAS, the Company desires to issue \$1,000,000,000 aggregate principal amount of Notes (as defined below), which will be a new series of Securities under the Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Ninth Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following provisions:

Capitalized terms used but not defined herein have the meanings ascribed thereto in the Original Indenture.

ARTICLE I

2.920% Senior Notes due 2030

SECTION 1.01 Establishment and Terms.

There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Company's 2.920% Senior Notes due 2030 (the "Notes").

The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Notes that are to be authenticated and delivered on the date hereof (the "Initial Notes") will be in an aggregate principal amount of \$1,000,000,000. The Notes shall be issued in fully registered form.

With respect to any additional Notes (the "Additional Notes"), the Company elects to issue under this Indenture, the Company shall set forth in an Officers' Certificate the following information:

- (i) the aggregate principal amount of Additional Notes to be authenticated and delivered pursuant to this Indenture; and
- (ii) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue.

For purposes of the Indenture, notes will not be deemed to be Additional Notes unless the maturity date, Interest Payment Dates, record dates and interest rate are identical to the Initial Notes.

The Initial Notes and any Additional Notes shall be considered collectively as a single class for all purposes of this Indenture. Holders of the Initial Notes and any Additional Notes will vote and consent together on all matters to which such Holders are entitled to vote or consent as one class, and none of the Holders of the Initial Notes or any Additional Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent.

The Notes shall be issued in the form of one or more Global Securities in substantially the form set out in Exhibit A. The initial Depositary with respect to the Notes shall be The Depository Trust Company ("DTC").

SECTION 1.02 Maturity, Payment of Principal and Interest.

The Notes will mature on March 1, 2030.

The Notes will bear interest at the rate of 2.920% per annum. The Interest Payment Dates with respect to the Notes will be March 1 and September 1 of each year. The first Interest Payment Date with respect to the Initial Notes will be September 1, 2020. Interest shall be paid to the Person in whose name the applicable Note is registered at the close of business on February 15, in the case of a March 1 Interest Payment Date, and August 15, in the case of a September 1 Interest Payment Date. Interest on the Initial Notes will accrue from March 3, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

All payments of principal, premium (if any) and interest on the Notes shall be made in accordance with Section 4.01 of the Original Indenture and in the manner set forth in Section 2.14 of the Original Indenture and Exhibit A hereto.

SECTION 1.03 No Sinking Fund or Payments of Additional Amounts.

The Notes will not be subject to a sinking fund and no payments of Additional Amounts shall be made on the Notes.

SECTION 1.04 Optional Redemption.

At any time and from time to time before December 1, 2029 (the "Par Call Date"), the Notes will be redeemable, in the Company's sole discretion, in whole or in part, in principal amounts of \$2,000 or any integral multiple of \$1,000 in excess thereof for an amount equal to the greater of:

(i) 100% of the principal amount of the Notes being redeemed; and

(ii) as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments on the Notes, discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points.

At any time and from time to time on or after the Par Call Date, the Notes will be redeemable, in the Company's sole discretion, in whole or in part, in principal amounts of \$2,000 or any integral multiple of \$1,000 in excess thereof for an amount equal to 100% of the principal amount of the Notes being redeemed.

Subject to the terms of the Original Indenture, the Company will also pay accrued and unpaid interest to the date of redemption on the Notes redeemed.

In the event of any redemption described in this Section 1.04, interest will accrue up to the date of redemption. Unless there is a default in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 20 nor more than 60 days prior to the Redemption Date, to the Trustee and to each Holder of Notes to be redeemed, at the address of such Holder appearing in the register of Securities maintained by the Registrar.

The following defined terms used solely for purposes of this Section 1.04 shall, unless the context otherwise requires, have the meanings specified below for purposes of the Notes.

“Treasury Rate” means the rate per year, calculated on the third Business Day preceding the Redemption Date, equal to (i) the yield, under the heading that represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15(519)” or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Par Call Date for the Notes being redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month; or (ii) if that release, or any successor release, is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Par Call Date of the Notes.

“Comparable Treasury Price” means (i) the average of the Reference Treasury Dealer Quotations for that Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, or (ii) if the Company obtains fewer than three Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

“Independent Investment Banker” means one of the Reference Treasury Dealers that the Company appoints.

“Reference Treasury Dealer” means each of J.P. Morgan Securities LLC (and its successors), Citigroup Global Markets Inc. (and its successors), HSBC Securities (USA) Inc. (and its successors), Mizuho Securities USA LLC (and its successors) and any other nationally recognized investment banking firm that is a primary U.S. Government securities dealer specified from time to time by the Company. If, however, any of them shall cease to be a primary U.S. Government securities dealer in New York City, the Company will substitute another nationally recognized investment banking firm that is such a dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer as of 3:30 p.m., New York time, on the third Business Day preceding the Redemption Date.

“Remaining Scheduled Payments” means the remaining scheduled payments of the principal of and interest on each Note to be redeemed that would be due after the related Redemption Date but for such redemption if such Notes matured on the Par Call Date. If the Redemption Date is not an Interest Payment Date with respect to the Note being redeemed, the amount of the next succeeding scheduled interest payment on the Note being redeemed will be reduced by the amount of interest accrued thereon to that Redemption Date.

SECTION 1.05 Denominations.

The Notes shall be issued only in fully registered book-entry form, without coupons, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

ARTICLE II

MISCELLANEOUS

SECTION 2.01 Trustee Matters. The recitals in this Ninth Supplemental Indenture are made by the Company only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Notes and of this Ninth Supplemental Indenture as fully and with like effect as if set forth herein in full. The Trustee makes no representation as to the validity or adequacy of this Ninth Supplemental Indenture.

SECTION 2.02 Ratification. The Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Ninth Supplemental Indenture shall be read, taken and construed as one and the same instrument; provided that, in case of conflict between this Ninth Supplemental Indenture and the Original Indenture, this Ninth Supplemental Indenture shall control.

SECTION 2.03 Counterpart Originals. This Ninth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

SECTION 2.04 Performance by DTC, Euroclear or Cede & Co. Neither the Company nor the Trustee will have any responsibility for the performance of DTC, Euroclear or Cede & Co., or any of their participants, direct or indirect, of their respective obligations under the rules and procedures governing their operations.

SECTION 2.05 Trust Indenture Act Controls. If any provision of this Ninth Supplemental Indenture limits, qualifies or conflicts with the duties imposed by operation of Section 318(c) of the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbb), the imposed duties shall control.

SECTION 2.06 Effect of Headings. The Article and Section headings herein have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.07 Governing Law. This Ninth Supplemental Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 2.08 Provisions for the Sole Benefit of Parties and Holders. Nothing in the Original Indenture, as supplemented, amended and modified by this Ninth Supplemental Indenture, or in the Notes, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Company, the Trustee, the Paying Agent and the registered owners of the Notes, any legal or equitable right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the Company, the Trustee, the Paying Agent and the registered owners of the Notes.

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Supplemental Indenture to be duly executed as of the day and year first above written.

HALLIBURTON COMPANY, as Issuer

By: /s/ Timothy M. McKeon

Name: Timothy M. McKeon

Title: Vice President and Treasurer

[Signature Page to Ninth Supplemental Indenture]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature Page to Ninth Supplemental Indenture]

EXHIBIT A
FORM OF NOTE

[FACE OF SECURITY]

[Global Note]
[Certificated Note]

[IF THIS SECURITY IS TO BE A GLOBAL NOTE, IT SHALL BEAR THE FOLLOWING LEGEND:]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

[FOR AS LONG AS THIS GLOBAL SECURITY IS DEPOSITED WITH OR ON BEHALF OF THE DEPOSITORY TRUST COMPANY IT SHALL BEAR THE FOLLOWING LEGEND:]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO HALLIBURTON COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

HALLIBURTON COMPANY
2.920% SENIOR NOTES DUE 2030

No.

CUSIP No. 406216 BL4
ISIN No. US406216BL45
\$ [or such
greater or lesser amount as
indicated on Schedule I
hereto,]¹

Halliburton Company, a Delaware corporation (the "Issuer"), for value received promises to pay to Cede & Co., or registered assigns, the principal sum of Dollars[, or such greater or lesser amount as indicated on Schedule I hereto,]¹ on March 3, 2020.

Interest Payment Dates: March 1 and September 1
Record Dates: February 15 and August 15

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Security to be signed manually or by facsimile by its duly authorized officers.

Dated:

HALLIBURTON COMPANY

By: _____
Name: Timothy M. McKeon
Title: Vice President and Treasurer

By: _____
Name: Charles E. Geer, Jr.
Title: Senior Vice President and Chief Accounting Officer

Attest:

By _____
Name: Bruce A. Metzinger
Title: Assistant Secretary

¹ To be included in any Global Note.

Certificate of Authentication:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as
Trustee

By: _____
Authorized Signatory

Dated:

[REVERSE OF SECURITY]
HALLIBURTON COMPANY
2.920% SENIOR NOTES DUE 2030

This Security is one of a duly authorized issue of 2.920% Senior Notes Due 2030 (the “Securities”) of Halliburton Company, a Delaware corporation (the “Issuer”). The Issuer issued the Securities under an Indenture dated as of October 17, 2003 (the “Original Indenture”) between the Issuer and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the “Trustee”), as supplemented by the Ninth Supplemental Indenture dated as of March 3, 2020 (the “Ninth Supplemental Indenture” and, together with the Original Indenture, the “Indenture”). Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

1. *Interest.* The Issuer promises to pay interest on the principal amount of this Security at 2.920% per annum from March 3, 2020 until maturity. The Issuer will pay interest semiannually on March 1 and September 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Securities will accrue from the most recent Interest Payment Date on which interest has been paid or, if no interest has been paid, from March 3, 2020; provided that if there is no existing Default in the payment of interest, and if this Security is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided, further, that the first Interest Payment Date shall be September 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. *Method of Payment.* The Issuer will pay interest on the Securities (except defaulted interest) to the Persons who are registered Holders of Securities at the close of business on the record date next preceding the Interest Payment Date, even if such Securities are canceled after such record date and on or before such Interest Payment Date. The Holder must surrender this Security to a Paying Agent to collect principal payments. The Issuer will pay the principal of and interest on the Securities in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Such amounts shall be payable at the offices of the Trustee or any Paying Agent, provided that at the option of the Issuer, the Issuer may pay such amounts (1) by wire transfer with respect to Securities represented by a Global Note or (2) by check payable in such money mailed to a Holder’s registered address with respect to any Security.

3. *Paying Agent and Registrar.* Initially, the Trustee will act as Paying Agent and Registrar. The Issuer may change any Paying Agent, Registrar, co-registrar or additional paying agent without notice to any Holder. The Issuer or any of the Issuer’s subsidiaries may act in any such capacity.

4. *Indenture.* The terms of the Securities include those stated in the Indenture and the provisions made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbb) (the “TIA”), as in effect on the date of the Ninth Supplemental Indenture; provided, that if any provision of the Indenture limits, qualifies or conflicts with the duties imposed by operation of TIA Section 318(c), the imposed duties shall control. Holders are

referred to the Indenture and the TIA for a statement of such terms and provisions. The Securities are unsecured senior obligations of the Issuer and rank equally with all of the Issuer's existing and future unsecured indebtedness. The Indenture provides for the issuance of other series of debt securities thereunder.

5. *Denominations, Transfer, Exchange.* The Securities are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not exchange or register the transfer of any Securities during the period between a record date and the corresponding Interest Payment Date.

6. *Optional Redemption.* No sinking fund is provided for the Securities. At any time and from time to time before December 1, 2029, the Securities will be redeemable, in the Issuer's sole discretion, in whole or in part, in principal amounts of \$2,000 or any integral multiple of \$1,000 in excess thereof for an amount equal to the greater of:

- (i) 100% of the principal amount of the Securities being redeemed; and
- (ii) as determined by an Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments on the Securities, discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points.

At any time and from time to time on or after December 1, 2029, the Securities will be redeemable, in the Issuer's sole discretion, in whole or in part, in principal amounts of \$2,000 or any integral multiple of \$1,000 in excess thereof for an amount equal to 100% of the principal amount of the Securities being redeemed.

In the event of any such redemption, interest will accrue up to the date of redemption. Unless there is a default in payment of the redemption amount, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 20 nor more than 60 days prior to the Redemption Date, to the Trustee and to each Holder of Securities to be redeemed, at the address of such Holder appearing in the register of Securities maintained by the Registrar.

7. *Persons Deemed Owners.* The registered Holder of a Security shall be treated as its owner for all purposes.

8. *Amendments and Waivers.* Subject to certain exceptions and limitations, the Indenture or the Securities may be amended or supplemented by the Issuer and the Trustee with the written consent (including consents obtained in connection with a tender offer or exchange offer or a solicitation of consents, provided that in each case such offer or solicitation is made to all Holders of then outstanding Securities) of the Holders of at least a majority in principal amount of the then outstanding Securities affected by such amendment or supplement (provided that if such

amendment or supplement affects holders of securities of other series issued under the Original Indenture, the Holders of the Securities and such other series of securities shall act as one class), and any existing or past Default or Event of Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default or Event of Default in the payment of the principal of, premium (if any) or interest on the Securities or a continued Default in respect of a provision that cannot be amended or supplemented without the consent of each Holder of the Securities affected) by the Holders of at least a majority in principal amount of the then outstanding Securities (or of all series of securities issued under the Original Indenture acting as one class in the case of a Default or Event of Default with respect to all such series, as the case may be) in accordance with the terms of the Indenture. The Issuer and the Trustee may amend or supplement the Indenture or the Securities or waive any provision of either without the consent of the Holders, to:

- (1) cure any ambiguity, omission, defect or inconsistency;
- (2) evidence the assumption by a Successor of the Issuer's obligations under the Indenture and the Securities;
- (3) provide for uncertificated Securities in addition to or in place of certificated Securities or to provide for the issuance of bearer securities (with or without coupons);
- (4) provide any security for the Securities or to add guarantees of, or additional obligors on, the Securities;
- (5) comply with any requirement in order to effect or maintain the qualification of the Indenture under the TIA;
- (6) add to the covenants of the Issuer for the benefit of the Holders of the Securities, or to surrender any right or power conferred by the Indenture upon the Issuer;
- (7) add any additional Events of Default with respect to the Securities;
- (8) change or eliminate any of the provisions of the Indenture, *provided* that any such change or elimination shall become effective only when there are no outstanding Securities that are adversely affected in any material respect by such changes in or elimination of such provisions;
- (9) supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Securities pursuant to Section 8.01 of the Original Indenture, *provided, however*, that any such action shall not adversely affect the interest of the Holders of the Securities or the holders of any other series of securities issued under the Original Indenture in any material respect;
- (10) evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee, pursuant to the requirements of Section 7.08 of the Original Indenture; or

(11) make any other change that does not adversely affect the rights of any Holder of Securities.

The right of any Holder to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Issuer to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of Securities with respect to which such consent is required or sought as of a date fixed in accordance with the terms of the Indenture.

Without the consent of each Holder affected, the Issuer may not:

- (1) reduce the amount of securities issued under the Original Indenture (including the Securities) whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the rate of or change the time for payment of interest, including default interest, on any Security;
- (3) reduce the principal of or any premium on or any mandatory sinking fund payment with respect to, or change the Stated Maturity of, any Security;
- (4) reduce the premium, if any, payable upon the redemption of any Security or change the time at which any Security may or shall be redeemed;
- (5) change the coin or currency or currencies (including composite currencies) in which any Security or any premium or interest with respect thereto are payable;
- (6) impair the right to institute suit for the enforcement of any payment of principal of, premium (if any) or interest on any Security pursuant to Sections 6.07 and 6.08 of the Original Indenture, except as limited by Section 6.06 of the Original Indenture;
- (7) make any change in the percentage of principal amount of Securities necessary to waive compliance with certain provisions of the Indenture pursuant to Section 6.04 or 6.07 of the Original Indenture or make any change in the fifth paragraph of Section 9.02 of the Original Indenture; or
- (8) waive a continuing Default or Event of Default in the payment of principal of, premium (if any) or interest on the Securities.

A supplemental indenture that changes or eliminates any covenant or other provision of the Indenture which has expressly been included solely for the benefit of one or more particular series of securities issued under the Original Indenture (including the Securities), or which modifies the rights of the holders of securities of such series of securities issued under the Original Indenture (including the Securities) with respect to such covenant or other provision, shall be deemed not to affect the rights under the Indenture of the holders of the securities of any other series.

9. *Defaults and Remedies.* Events of Default are defined in the Indenture and with respect to the Securities generally include:

(1) default by the Issuer in the payment of interest on the Securities when the same becomes due and payable and such default continues for a period of 30 days;

(2) default by the Issuer in the payment of principal of the Securities at their Stated Maturity or premium (if any) on the Securities when the same becomes due and payable;

(3) default by the Issuer in its compliance with any of its other covenants or agreements in, or provisions of, the Securities or the Indenture which shall not have been remedied within 60 days after written notice to the Issuer by the Trustee or to the Issuer and Trustee by the holders of at least 25% in aggregate principal amount of the securities of all series of securities issued under the Original Indenture (including the Securities) then outstanding affected by such default;

(4) default by the Issuer in a scheduled payment at maturity, upon redemption or otherwise, in the aggregate principal amount of \$125 million or more, after the expiration of any applicable grace period, of any Indebtedness or the acceleration of any Indebtedness of the Issuer in such aggregate principal amount, so that it becomes due and payable prior to the date on which it would otherwise have become due and payable and such payment default is not cured or such acceleration is not rescinded within 30 days after notice to the Issuer in accordance with the terms of the Indebtedness; and

(5) certain events involving bankruptcy, insolvency or reorganization affecting the Issuer.

The Trustee shall not be deemed to know or have notice of any Default or Event of Default unless a Trust Officer at the Corporate Trust Office of the Trustee receives written notice at the Corporate Trust Office of the Trustee of such Default or Event of Default with specific reference to such Default or Event of Default.

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the outstanding Securities affected by such Event of Default (or, in the case of an Event of Default described in clause (3) above, if outstanding securities of other series of securities issued under the Original Indenture are affected by such Event of Default, then at least 25% in principal amount of the then outstanding securities of all series (including the Securities) so affected), may declare the principal of and accrued and unpaid interest on all then outstanding Securities or securities of all such series, as the case may be, to be immediately due and payable, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency or reorganization affecting the Issuer, all outstanding Securities become due and payable immediately without further action or notice by the Trustee or any Holder. The amount due and payable upon the acceleration of any Security is equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of payment. Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or may direct the Trustee in its exercise of any trust or power conferred on the Trustee. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal, premium (if any) or interest) if it determines that withholding notice is in their interests. The Issuer must furnish an annual compliance certificate to the Trustee.

10. *Discharge Prior to Maturity.* The Indenture with respect to the Securities shall be discharged and canceled upon the payment of all of the Securities issued thereunder and shall be discharged under certain circumstances specified in the Indenture upon the irrevocable deposit with the Trustee of funds or Government Obligations sufficient for such payment and the satisfaction of certain other conditions specified in the Indenture.

11. *Defeasance.* Subject to certain exceptions and conditions specified in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Securities and the Indenture upon the irrevocable deposit with the Trustee of funds or Government Obligations sufficient for the payment of all the Securities on the dates those payments are due and payable.

12. *Trustee Dealings with the Issuer.* The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuer or its Affiliates, and may otherwise deal with the Issuer or its Affiliates, as if it were not Trustee.

13. *No Recourse Against Others.* A director, officer, employee or stockholder, as such, of the Issuer shall not have any liability for any obligations of the Issuer under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

14. *Authentication.* The Securities shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such numbers as printed on the Securities and reliance may be placed only on the other identification numbers printed thereon.

16. *Indenture to Control; Governing Law.* In the case of any conflict between the provisions of this Security and the Indenture, the provisions of the Indenture shall control. The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

17. *Successor Person.* When a Successor assumes all the obligations of its predecessor under the Securities and the Indenture in accordance with the terms and conditions of the Indenture, the predecessor person will (except in certain circumstances specified in the Indenture) be released from those obligations.

18. *Abbreviations and Definitions.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Request may be made to:

Halliburton Company
3000 North Sam Houston Parkway East
Houston, Texas 77032
Telephone: [Redacted]
Attention: Chief Legal Officer

SCHEDULE I²

The initial aggregate principal amount of Securities evidenced by the Certificate to which this Schedule is attached is \$. The notations on the following table evidence decreases and increases in the aggregate principal amount of Securities evidenced by such Certificate.

<u>Decrease in Principal Amount of Securities</u>	<u>Increase in Principal Amount of Securities</u>	<u>Principal Amount of Securities Remaining After Such Decrease or Increase</u>	<u>Notation by Security Registrar</u>
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² To be included in any Global Note.

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

(Insert assignee's social security or tax I.D. number)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
as agent to transfer this Security on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature: _____
(Sign exactly as your name appears on
the face of this Security)

Signature Guarantee: _____
(Participant in a Recognized Signature
Guaranty Medallion Program)

This assignment relates to \$_____ principal amount of 2.920% Senior Notes due 2030 of Halliburton Company held in³_____ book-entry or
_____ definitive form by _____ (the "Transferor").

The Transferor has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

[INSERT NAME OF TRANSFEROR]

By: _____
Name:
Title:
Address:

Date: _____

³ Fill in blank or check appropriate box, as applicable.

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FAX +1 713.229.1522
BakerBotts.comAUSTIN
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DUBAI
HONG KONG
HOUSTONLONDON
MOSCOW
NEW YORK
PALO ALTO
RIYADH
SAN FRANCISCO
WASHINGTON

March 3, 2020

Halliburton Company
3000 North Sam Houston Parkway East
Houston, TX 77032

Ladies and Gentlemen:

In connection with the issuance by Halliburton Company, a Delaware corporation (“Halliburton”), of \$1,000,000,000 aggregate principal amount of its 2.920% Senior Notes due 2030 (the “Notes”), pursuant to (a) the Registration Statement of Halliburton on Form S-3 (Registration No. 333-236378) (the “Registration Statement”), dated February 11, 2020, which was filed on February 11, 2020 by Halliburton with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), and (b) the related prospectus dated February 11, 2020 (filed February 11, 2020), as supplemented by the prospectus supplement relating to the sale of the Notes dated February 19, 2020 (as so supplemented, the “Prospectus”), as filed by Halliburton with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Notes are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Current Report of Halliburton on Form 8-K to be filed with the Commission on the date hereof (the “Form 8-K”).

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Underwriting Agreement, dated February 19, 2020 (the “Underwriting Agreement”), among Halliburton and the several Underwriters named in Schedule II to the Underwriting Agreement (the “Underwriters”); (ii) the Indenture (the “Base Indenture”), dated October 17, 2003, between Halliburton and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Chase Bank), as trustee (the “Trustee”), (iii) the Ninth Supplemental Indenture to the Base Indenture between Halliburton and the Trustee (the “Supplemental Indenture,” and together with the Base Indenture, the “Indenture”), (iv) the global notes representing the Notes, (v) the Registration Statement and the Prospectus, (vi) Halliburton’s Restated Certificate of Incorporation and By-laws, in each case as amended to date, (vii) corporate records of Halliburton, including certain resolutions of the Board of Directors of Halliburton as furnished to us by Halliburton, and (viii) certificates of public officials and of representatives of Halliburton, statutes and other instruments and documents as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied, to the extent we deemed proper, upon certificates, statements and other representations of officers or authorized agents of Halliburton and of governmental and public officials with respect to the accuracy and completeness of the material factual matters contained therein or covered thereby. We have assumed

that the signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, that all documents submitted to us as copies are true and correct copies of the originals thereof and that all information submitted to us is accurate and complete. We also have assumed that the Notes will be issued and sold in the manner set forth in the Prospectus.

On the basis of the foregoing, we are of the opinion that the Notes will, when they have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and duly purchased and paid for in accordance with the terms of the Underwriting Agreement, constitute legal, valid and binding obligations of Halliburton, enforceable against Halliburton in accordance with their terms, subject to the effects of (1) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance and other laws relating to or affecting creditors' rights and remedies generally, (2) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and comity and (3) any implied covenants of good faith and fair dealing.

The opinions set forth above are limited in all respects to matters of the General Corporation Law of the State of Delaware, the contract law of the State of New York and applicable federal law of the United States, each as in effect on the date hereof. We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Form 8-K. We also consent to the reference to our Firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Baker Botts L.L.P.