

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

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**FORM 8-K**

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

**Date of Report (date of earliest event reported): December 27, 2004**

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**HALLIBURTON COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

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

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

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

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

**77010**  
(Zip Code)

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

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## INFORMATION TO BE INCLUDED IN REPORT

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

On December 27, 2004, Halliburton entered into amendments to the following agreements:

1.                    Amendment No. 4 to the Master Letter of Credit Facility Agreement dated as of October 31, 2003, as amended, among Halliburton, certain subsidiaries of Halliburton, the Banks party thereto, Citicorp North America, Inc., as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, and ABN AMRO Bank, N.V., as Documentation Agent.
2.                    Amendment No. 2 to 3-Year Revolving Credit Agreement dated as of October 31, 2003, as amended, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, and ABN AMRO Bank N.V., as Documentation Agent.
3.                    Amendment No. 1 to 364-Day Revolving Credit Agreement dated as of July 14, 2004, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Paying Agent, JPMorgan Chase Bank, as Co-Administrative Agent, ABN AMRO Bank N.V., as Syndication Agent, and HSBC Bank USA, National Association and The Royal Bank of Scotland plc, as Co-Documentation Agents.

Each of the amendments modify the "EBITDA" definition in the agreements to clarify that the non-cash charge to earnings attributed to the increase in the price of the 59.5 million shares of Halliburton common stock that will be contributed to trusts in conjunction with the settlement of Halliburton's asbestos and silica liability will not negatively impact the interest charge coverage ratio covenant in the agreements.

The amendments are attached to this report as Exhibit 10.1, 10.2 and 10.3.

### Item 9.01.            Financial Statements and Exhibits.

The exhibit listed below is filed herewith.

- (c)                    Exhibits.
- 10.1                  Amendment No. 4 to the Master Letter of Credit Facility Agreement dated as of October 31, 2003, as amended, among Halliburton, certain subsidiaries of Halliburton, the Banks party thereto, Citicorp North America, Inc., as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, and ABN AMRO Bank, N.V., as Documentation Agent.
  - 10.2                  Amendment No. 2 to 3-Year Revolving Credit Agreement dated as of October 31, 2003, as amended, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, and ABN AMRO Bank N.V., as Documentation Agent.
  - 10.3                  Amendment No. 1 to 364-Day Revolving Credit Agreement dated as of July 14, 2004, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Paying Agent, JPMorgan Chase Bank, as Co-Administrative Agent, ABN AMRO Bank N.V., as Syndication Agent, and HSBC Bank USA, National Association and The Royal Bank of Scotland plc, as Co-Documentation Agents.
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SIGNATURES

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

HALLIBURTON COMPANY

Date: December 29, 2004

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

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## EXHIBIT INDEX

**EXHIBIT  
NUMBER**

**EXHIBIT DESCRIPTION**

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|------|--|
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| 10.2 | Amendment No. 2 to 3-Year Revolving Credit Agreement dated as of October 31, 2003, as amended, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, and ABN AMRO Bank N.V., as Documentation Agent.   |
| 10.3 | Amendment No. 1 to 364-Day Revolving Credit Agreement dated as of July 14, 2004, among Halliburton, the Banks party thereto, Citicorp North America, Inc., as Paying Agent, JPMorgan Chase Bank, as Co-Administrative Agent, ABN AMRO Bank N.V., as Syndication Agent, and HSBC Bank USA, National Association and The Royal Bank of Scotland plc, as Co-Documentation Agents. |

**AMENDMENT NO. 4  
TO MASTER LETTER OF CREDIT FACILITY AGREEMENT**

AMENDMENT NO. 4 dated as of December 27, 2004 (this "Amendment") to the Master L/C Facility Agreement (as defined below) among HALLIBURTON COMPANY (the "Company"), the Banks (as defined in the Master L/C Facility Agreement) party hereto, and CITICORP NORTH AMERICA, INC. ("CNAI"), as the Agent thereunder (the "Agent"). Capitalized terms defined in the Master L/C Facility Agreement and not otherwise defined herein being used herein as therein defined.

PRELIMINARY STATEMENTS:

(1) The Company has entered into the Master Letter of Credit Facility Agreement dated as of October 31, 2003 (as amended or otherwise modified through the date hereof, the "Master L/C Facility Agreement") with the other account parties named therein, the Banks party thereto, the Agent and the other agents named therein.

(2) The Company, the Required Banks and the Agent have agreed to amend the Master L/C Facility Agreement as hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

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

(a) The definition of "EBITDA" contained in Section 1.01 is hereby amended by inserting the following immediately after the words "excluding asbestos charges" in clause (d) thereof:

" , except that any charge related to the increase in the price of the Company's common stock shall not be excluded".

SECTION 2. Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment Effective Date") upon the satisfaction of the condition that the Agent shall have received counterparts of (a) this Amendment executed by the Company, the Agent and the Required Banks or, as to any of the Banks, advice satisfactory to the Agent that such Bank has executed this Amendment and (b) the consent in the form attached hereto, duly executed by each Subsidiary Guarantor.

SECTION 3. Effect on Master L/C Facility Agreement. On and after the effectiveness of this Amendment, each reference in the Master L/C Facility Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Master L/C Facility Agreement and each reference in each other Loan Document to "the Master LC Facility Agreement", "thereunder", "thereof" or words of like import referring to the Master L/C Facility Agreement shall mean and be a reference to the Master L/C Facility Agreement, as amended by this Amendment. The Master L/C Facility Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 4. Payment of Fees. The Company agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment in accordance with the terms of Section 8.04(a)(i) of the Master L/C Facility Agreement.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be executed and delivered by their respective duly authorized officer as of the date first above written.

HALLIBURTON COMPANY

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

\* Bank signature pages omitted.

## CONSENT

**Dated as of December 27, 2004**

Reference is made to (a) Amendment No. 4 to Master Letter of Credit Facility Agreement dated as of December 27, 2004 (the "Amendment"; capitalized terms not otherwise defined herein are being used herein as defined in the Amendment and in the Master L/C Facility Agreement, as defined hereunder), (b) the Master Letter of Credit Facility Agreement dated as of October 31, 2003 (the "Master L/C Facility Agreement"), among HALLIBURTON COMPANY (the "&# 147;Company"), certain Subsidiaries of the Company, the banks party thereto (collectively, the "Banks"), CITICORP NORTH AMERICA, INC. ("CNAI"), as the Administrative Agent, JPMORGAN CHASE BANK, as Syndication Agent, ABN AMRO BANK, N.V., as Documentation Agent and CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as Co-Lead Arrangers, and (c) the other Loan Documents referred to therein.

The undersigned, in their capacity as Guarantors under the Subsidiary Guaranty, hereby consent to the execution, delivery and performance of the Amendment and agree that the Subsidiary Guaranty is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the Amendment Effective Date, except that, on and after the Amendment Effective Date, each reference to "*the Credit Agreement*", "*thereunder*" , "*thereof*", "*therein*" or words of like import referring to the Master L/C Facility Agreement shall mean and be a reference to the Master L/C Facility Agreement, as amended and otherwise modified by the Amendment.

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This Consent shall be governed by, and construed in accordance with, the laws of the State of New York.

Delivery of an executed counterpart of a signature page of this Consent by telecopier shall be effective as the delivery of a manually executed counterpart of this Consent.

CORPORATION

ATLANTIC MINERALS AND PRODUCTS

BAROID INTERNATIONAL INC.

BAROID SALES EXPORT CORPORATION

BAROID/VIDCO, LLC

HALLIBURTON INTERIM, INC.

HALLIBURTON INTERNATIONAL, INC.

HES FAR EAST, INC.

HES HOLDING, INC.

HES INDONESIA, INC.

LANDMARK GRAPHICS CORPORATION

HES MINERALS INTERNATIONAL, INC.

MAGIC EARTH, INC.

By: /s/ Jerry H. Blurton  
Name: Jerry H. Blurton  
Title: Attorney-in-fact

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**AMENDMENT NO. 2  
TO 3-YEAR REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 2 dated as of December 27, 2004 (this "Amendment") to the Revolving Credit Agreement (as defined below) among HALLIBURTON COMPANY (the "Borrower"), the Banks (as defined in the Revolving Credit Agreement) party hereto, and CITICORP NORTH AMERICA, INC. ("CNAI"), as the Agent thereunder (the "Agent"). Capitalized terms defined in the Revolving Credit Agreement and not otherwise defined herein being used herein as therein defined.

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into the 3-Year Revolving Credit Agreement dated as of October 31, 2003 (as amended or otherwise modified through the date hereof, the "Revolving Credit Agreement") with the Banks party thereto, the Agent and the other agents named therein.

(2) The Borrower, the Required Banks and the Agent have agreed to amend the Revolving Credit Agreement as hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. Amendment to the Revolving Credit Agreement. The Revolving Credit Agreement is, effective as of the Amendment Effective Date (defined below), amended as follows:

(a) The definition of "EBITDA" contained in Section 1.01 is hereby amended by inserting the following immediately after the words "excluding asbestos charges" in clause (d) thereof:

", except that any charge related to the increase in the price of the Borrower's common stock shall not be excluded".

SECTION 2. Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment Effective Date") upon the satisfaction of the condition that the Agent shall have received counterparts of (a) this Amendment executed by the Borrower, the Agent and the Required Banks or, as to any of the Banks, advice satisfactory to the Agent that such Bank has executed this Amendment and (b) the consent in the form attached hereto, duly executed by each Subsidiary Guarantor.

SECTION 3. Effect on Revolving Credit Agreement. On and after the effectiveness of this Amendment, each reference in the Revolving Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Revolving Credit Agreement, and each reference in each other Loan Document to "the Revolving Credit Agreement", "thereunder", "thereof" or words of like import referring to the Revolving Credit Agreement, shall mean and be a reference to the Revolving Credit Agreement, as amended by this Amendment. The Revolving Credit Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 4. Payment of Fees. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment in accordance with the terms of Section 8.04(a)(i) of the Revolving Credit Agreement.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.



[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be executed and delivered by their respective duly authorized officer as of the date first above written.

HALLIBURTON COMPANY

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

\* Bank signature pages omitted.

#### CONSENT

**Dated as of December 27, 2004**

Reference is made to (a) Amendment No. 2 to 3-Year Revolving Credit Agreement dated as of December 27, 2004 (the "Amendment"); capitalized terms not otherwise defined herein are being used herein as defined in the Amendment and in the Revolving Credit Agreement, as defined hereunder), (b) the 3-Year Revolving Credit Agreement dated as of October 31, 2003 (the "Revolving Credit Agreement"), among HALLIBURTON COMPANY (the "Borrower"), the banks party thereto (collectively, the "Banks"), CITICORP NORTH AMERICA, INC. ("CNAI"), as Administrative Agent, JPMORGAN CHASE BANK, as Syndication Agent, ABN AMRO BANK, N.V., as Documentation Agent, and CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as Co-Lead Arrangers, and (c) the other Loan Documents referred to therein.

The undersigned, in their capacity as Guarantors under the Subsidiary Guaranty, hereby consent to the execution, delivery and performance of the Amendment and agree that the Subsidiary Guaranty is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the Amendment Effective Date, except that, on and after the Amendment Effective Date, each reference to "*the Credit Agreement*", "*thereunder*", "*thereof*", "*therein*" or words of like import referring to the Revolving Credit Agreement shall mean and be a reference to the Revolving Credit Agreement as amended and otherwise modified by the Amendment.

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ATLANTIC MINERALS AND PRODUCTS CORPORATION

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HES INDONESIA, INC.

LANDMARK GRAPHICS CORPORATION

HES MINERALS INTERNATIONAL, INC.

MAGIC EARTH, INC.

By: /s/ Jerry H. Blurton  
Name: Jerry H. Blurton  
Title: Attorney-in-fact

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**AMENDMENT NO. 1  
TO 364-DAY REVOLVING CREDIT AGREEMENT**

AMENDMENT NO. 1 dated as of December 27, 2004 (this "Amendment") to the Revolving Credit Agreement (as defined below) among HALLIBURTON COMPANY (the "Borrower"), the Banks (as defined in the Revolving Credit Agreement) party hereto, and CITICORP NORTH AMERICA, INC. ("CNAI"), as the Paying Agent thereunder (the "Agent"). Capitalized terms defined in the Revolving Credit Agreement and not otherwise defined herein being used herein as therein defined.

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into the 364-Day Revolving Credit Agreement dated as of July 14, 2004 (as amended or otherwise modified through the date hereof, the "Revolving Credit Agreement") with the Banks party thereto, the Agent and the other agents named therein.

(2) The Borrower, the Required Banks and the Agent have agreed to amend the Revolving Credit Agreement as hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. Amendment to the Revolving Credit Agreement. The Revolving Credit Agreement is, effective as of the Amendment Effective Date (defined below), amended as follows:

(a) The definition of "EBITDA" contained in Section 1.01 is hereby amended by inserting the following immediately after the words "excluding asbestos charges" in clause (d) thereof:

" , except that any charge related to the increase in the price of the Borrower's common stock shall not be excluded".

SECTION 2. Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment Effective Date") upon the satisfaction of the condition that the Agent shall have received counterparts of (a) this Amendment executed by the Borrower, the Agent and the Required Banks or, as to any of the Banks, advice satisfactory to the Agent that such Bank has executed this Amendment and (b) the consent in the form attached hereto, duly executed by each Subsidiary Guarantor.

SECTION 3. Effect on Revolving Credit Agreement. On and after the effectiveness of this Amendment, each reference in the Revolving Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Revolving Credit Agreement, and each reference in each other Loan Document to "the Revolving Credit Agreement", "thereunder", "thereof" or words of like import referring to the Revolving Credit Agreement, shall mean and be a reference to the Revolving Credit Agreement, as amended by this Amendment. The Revolving Credit Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 4. Payment of Fees. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment in accordance with the terms of Section 8.04(a)(i) of the Revolving Credit Agreement.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be executed and delivered by their respective duly authorized officer as of the date first above written.

HALLIBURTON COMPANY

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

\* Bank signature pages omitted.

## CONSENT

**Dated as of December 27, 2004**

Reference is made to (a) Amendment No. 1 to 364-Day Revolving Credit Agreement dated as of December 27, 2004 (the "Amendment"; capitalized terms not otherwise defined herein are being used herein as defined in the Amendment and in the Revolving Credit Agreement, as defined hereunder), (b) the 364-Day Revolving Credit Agreement Agreement dated as of July 14, 2004 (the "Revolving Credit Agreement"), among HALLIBURTON COMPANY (the "Borrower"), the banks party thereto (collectively, the "Banks"), CITICORP NORTH AMERICA, INC. ("CNAI"), as the Paying Agent and as Co-Administrative Agent, JPMORGAN CHASE BANK, as Co-Administrative Agent, ABN AMRO BANK, N.V., as Syndication Agent, HSBC BANK USA, NATIONAL ASSOCIATION and THE ROYAL BANK OF SCOTLAND PLC, as Co-Documentation Agents, and CITIGROUP GLOBAL MARKETS INC. and J.P. MORGAN SECURITIES INC., as Co-Lead Arrangers, and (c) the other Loan Documents referred to therein.

The undersigned, in their capacity as Guarantors under the Subsidiary Guaranty, hereby consent to the execution, delivery and performance of the Amendment and agree that the Subsidiary Guaranty is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the Amendment Effective Date, except that, on and after the Amendment Effective Date, each reference to "*the Credit Agreement*", "*thereunder*", "*thereof*", "*therein*" or words of like import referring to the Revolving Credit Agreement shall mean and be a reference to the Revolving Credit Agreement as amended and otherwise modified by the Amendment.

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MAGIC EARTH, INC.

By: /s/ Jerry H. Blurton  
Name: Jerry H. Blurton  
Title: Attorney-in-fact

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